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**FINAL**  
CITY COUNCIL

CITY OF WICHITA  
KANSAS

City Council Meeting  
09:30 a.m. June 25, 2013

First Floor Board Room  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Approve the minutes of the regular meeting on June 18, 2013

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**II. CONSENT AGENDAS (ITEMS 1 THROUGH 22)**

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

*(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)*

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**COUNCIL AGENDA**

**VIII. COUNCIL MEMBER AGENDA**

None

**IX. COUNCIL MEMBER APPOINTMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

\*\*\*Workshop to follow\*\*\*

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 22)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated June 24, 2013.

a. Report of Board of Bids.

RECOMMENDED ACTION: Receive and file report; approve Contracts;  
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2013</u>	<u>(Consumption on Premises)</u>
Alfredo F Garcia	Super Tortas La Tia**	1608 East Harry
Concepcion Acosta	Taqueria ElPaiza**	2227 North Arkansas
<u>Renewal</u>	<u>2013</u>	<u>(Consumption off Premises)</u>
Cari Spainhour	Quik Trip #313***	3164 South Hillside
Cari Spainhour	Quik Trip #320***	1021 West 31st South
Cari Spainhour	Quik Trip #321***	6011 West Central
Cari Spainhour	Quik Trip #325***	1414 North Oliver
Cari Spainhour	Quik Trip #326***	2010 South Broadway
Cari Spainhour	Quik Trip #328***	2801 South Hydraulic
Cari Spainhour	Quik Trip #329***	5602 East Harry
Cari Spainhour	Quik Trip #343***	242 South Tyler
Cari Spainhour	Quik Trip #345***	4020 South Meridian
Cari Spainhour	Quik Trip #347***	1532 South Seneca
Cari Spainhour	Quik Trip #349***	1112 West Douglas
Cari Spainhour	Quik Trip #353***	110 South Rock Road
Cari Spainhour	Quik Trip #356***	4808 South Hydraulic
Cari Spainhour	Quik Trip #358***	7120 West 21st Street North
Cari Spainhour	Quik Trip #360***	3933 West 13th Street
Cari Spainhour	Quik Trip #366***	1620 South Webb Road
Cari Spainhour	Quik Trip #368***	626 West 21st Street North
Cari Spainhour	Quik Trip #372***	3126 East Pawnee
Cari Spainhour	Quik Trip #373***	1610 East Lincoln
Cari Spainhour	Quik Trip #374***	10315 West 13th Street
Cari Spainhour	Quik Trip #376***	2106 South Rock Road
Cari Spainhour	Quik Trip #378***	5611 South Broadway
Cari Spainhour	Quik Trip #383***	11223 East Central
Cari Spainhour	Quik Trip #384***	2510 West Pawnee
Cari Spainhour	Quik Trip #386***	1010 East Douglas Avenue
Cari Spainhour	Quik Trip #388***	7991 East 37th Street North
Cari Spainhour	Quik Trip #389***	4730 East Central
Cari Spainhour	Quik Trip #391***	730 North Broadway
Ripandeep Brar	Friends Store***	433 South Greenwich Road

\*\*General/Restaurant (need 50% or more gross revenue from sale of food)

\*\*\*Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Deeds and Easements:

- a. Deeds and Easements. (See Attached)

RECOMMENDED ACTION: Accept documents.

5. Consideration of Street Closures/Uses.

- a. Community Events - Boots N Daisy Dukes 5K. (District VI)
- b. Community Events - E.C. Tyree Clinic Community Day. (District I)
- c. Community Event - Automobilia's Moonlight Car Show and Street Party. (District VI)
- d. Community Events - Titan 10K Southside Scorcher. (Districts III and IV)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Property Acquisition:

- a. Partial Acquisition of 1930 South Oliver for the Mount Vernon and Oliver Intersection Improvement Project. (District III)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

7. Minutes of Advisory Boards/Commissions

Wichita Historic Preservation Board, May 13, 2013  
Wichita Public Library, May 21, 2013

RECOMMENDED ACTION: Receive and file.

8. Repair or Removal of Dangerous and Unsafe Structures. (District III)

Property Address

- a. 1023 South Wichita (Front and Rear Structures)
- b. 1906 South Pattie

Council District

III  
III

RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on August 13, 2013 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

9. Report on Claims for May 2013.

RECOMMENDED ACTION: Receive and file.

10. TIGER Discretionary Grant Application for extension of passenger rail service from Oklahoma City to Newton, KS.

RECOMMENDED ACTION: Approve submittal of the TIGER Discretionary Grant Application for extension of passenger rail service from Oklahoma City to Newton, KS, and authorize the necessary signatures.

11. Janitorial and Floor Cleaning for Branch Libraries.

RECOMMENDED ACTION: Approve the contract with Air Capital Building Maintenance Company and authorize the necessary signatures.

12. Completion of the William Street Parking Condominium. (District I)

RECOMMENDED ACTION: Approve the deeds and authorize the necessary signatures.

13. Plumbing Repair Service-Selection of Contractor.

RECOMMENDED ACTION: Approve the selection of The Waldinger Corporation for the plumbing repair services and authorize the necessary signatures.

14. HOME Program Funding for Program Administration.

RECOMMENDED ACTION: Approve funding for HOME Program administration.

15. HOME Program Funding Agreement Amendment, Mennonite Housing. (Districts I, III, IV, V, and VI)

RECOMMENDED ACTION: Approve the amendment to the funding agreement providing for extension of the project completion period and authorize the necessary signatures.

16. HOME Program Housing Development Loan Program Funding. (District VI)

RECOMMENDED ACTION: Approve the Housing Development Loan Program funding allocation and authorize the necessary signatures.

17. Payment for Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of \$300,000 as full settlement of all possible claims arising out of the events which are the subject of this claim and adopt the resolution.

18. Second Reading Ordinances: (First Read June 18, 2013)  
a. Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

## **II. CONSENT PLANNING AGENDA ITEMS**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

19. \*VAC2013-00004 - Request to vacate a portion of platted access control; generally located south of 13th Street North, on the west side of Maize Road, south of Maize Court. (District V)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

20. \*VAC2013-00007 - Request to vacate a portion of a sanitary sewer easement dedicated by separate instrument; generally located on the north side of 29th Street North, on the east side of Ridge Road. (District V)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

21. \*VAC2013-00009 - Request to vacate portions of a platted setback and a setback established by vacation; generally located south of 13th Street North, on the west of Maize Road, south of Maize Court. (District V)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

22. \*VAC2013-00012 - Request to vacate a portion of a platted front yard setback; generally located south of Harry Street, east of 127th Street East, on the north side of Equestrian Circle. (District II)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

## **II. CONSENT HOUSING AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Fern Griffith, Housing Member is also seated with the City Council.**

None

**II. CONSENT AIRPORT AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

None



Wichita, Kansas  
June 24, 2013  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> Floor

#### MINUTES - BOARD OF BIDS AND CONTRACTS\*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Accountant, Finance, representing the Director of Finance, Jason Earl (sitting in for Elizabeth Goltry Wadle), Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Intern, representing the City Manager's Office, representing the City Manager's Office and Karen Sublett, City Clerk, present.

Minutes of the regular meeting dated June 17, 2013 were read and on motion approved.

Bids were opened June 21, 2013, pursuant to advertisements published on:

**Water Distribution System to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) (448-90563/735487/470160) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$52,000.00**

Utilities Plus - \$34,777.40

**2013 Contract Maintenance Slurry Seal of Asphalt Concrete Pavement (north of 63<sup>rd</sup> Street South, east of 135<sup>th</sup> Street West) 472-85092 (13726)**

Reject Bid

The Purchasing Manager recommended that the contract be awarded as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

**CITY MANAGER DEPARTMENT: Publication of Legal Notice.**

No Bids Received.

**PUBLIC WORKS & UTILITIES DEPARTMENT/FLEET & FACILITIES  
DIVISION: Riding Front Deck Mower.**

Kansas Golf and Turf Inc. - \$75,996.00 Base Bid  
\$ 1,519.00 Option 1 (Each)

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

\_\_\_\_\_  
Martha Strayer, Administrative Assistant,  
Department of Public Works

\_\_\_\_\_  
Karen Sublet, MMC  
City Clerk

## FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: June 24, 2013

## ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

June 21, 2013

Water Distribution System to serve Krug South Addition – Public Works & Utilities Dept./Engineering Division  
Utilities Plus **\$34,777.40**

2013 Contract Maintenance Slurry Seal of Asphalt Concrete Pavement (north of 63<sup>rd</sup> Street South, east of  
135<sup>th</sup> Street West) – Public Works & Utilities Department/Engineering Division  
(All Bids Rejected)

## PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER


June 21, 2013

Publication of Legal Notices – City Manager's Office (No Bids Received)

Riding Front Deck Mower – Public Works & Utilities Department/Fleet & Facilities Division

Kansas Golf and Turf, Inc.	Base Bid	\$75,996.00
	Option 1 (Add) (Per Each)	\$1,519.00

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.

  
Melinda A. Walker  
Purchasing Manager

# WATER BID TABULATION SUMMARY

BOARD OF BIDS - June 21, 2013

RQ#340571

FB#340110		Engineer's Construction Estimate	Dondlinger & Sons	B-2 Excavating	Mies Construction
Water Distribution System		\$36,948.00	\$45,430.00	\$34,812.80	\$42,290.00
Krug South Addition	BID BOND			X	
448-90563	ADDENDA	0			
(735487)					
		Engineer's Construction Estimate	Alans Excavating	Nowak Construction	Utilities Plus
Water Distribution System		\$36,948.00	\$55,074.00	\$63,604.00	\$34,777.40
Krug South Addition	BID BOND		X		
448-90563	ADDENDA	0			
(735487)					
		Engineer's Construction Estimate	Forshee Plumbing		
Water Distribution System		\$36,948.00	\$34,858.00		
Krug South Addition	BID BOND		X		
448-90563	ADDENDA	0			
(735487)					
		Engineer's Construction Estimate			
Water Distribution System		\$36,948.00			
Krug South Addition	BID BOND				
448-90563	ADDENDA	0			
(735487)					

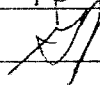
CHECKED BY: REVIEWED BY: 

## PAVING BID TABULATION SUMMARY

BOARD OF BIDS - June 21, 2013

RQ#340546

<b>FB#340112</b>		Engineer's Construction Estimate	Vance Brothers Inc.	Barkley Construction	Cornejo & Sons, LLC
2013 Contract Maintenance Slurry Seal of Asphalt Concrete Pavement			\$404,160.40		
(north of 63rd Street South, east of 135th Street West)	BID BOND		X		
472-85092 (132726)	ADDENDA	1	X		
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Lafarge North America
2013 Contract Maintenance Slurry Seal of Asphalt Concrete Pavement					
(north of 63rd Street South, east of 135th Street West)	BID BOND				
472-85092 (132726)	ADDENDA	1			
		Engineer's Construction Estimate			
2013 Contract Maintenance Slurry Seal of Asphalt Concrete Pavement					
(north of 63rd Street South, east of 135th Street West)	BID BOND				
472-85092 (132726)	ADDENDA	1			
		Engineer's Construction Estimate			
2013 Contract Maintenance Slurry Seal of Asphalt Concrete Pavement					
(north of 63rd Street South, east of 135th Street West)	BID BOND				
472-85092 (132726)	ADDENDA	1			
<b>REJECT BID</b>					

CHECKED BY: REVIEWED BY: 



## Bid Results

[Vendor](#)  
 [Solicitations](#)  
 [System Admin](#)  
 [Logout](#)  
 [Help](#)

Solicitations are shown below along with the department requesting the goods or services and the solicitation due date. To view the results, by vendor, click the appropriate solicitation number. **Hint:** To find a specific Solicitation, filter the Solicitations by entering terms into any or all of the filter criteria fields. Then click the "Filter" button to display the desired results.

[Publish Documents](#)  
 [Bid Opening](#)  
 [Bid Results](#)

## Solicitations Filter:

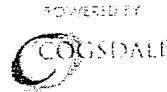
Department: All Departments

Solicitation #: FB340114

Solicitation Close Date - From: MAR 26 2013 To: ---

Department	Solicitation	Description	Close Date	Bids	Export To Excel	Solicited Vendors
City Manager	FB340114	Publication of Legal Notice	6/21/2013	0	n/a	<a href="#">Display</a>

No Bids Received 6-25-13  
City Manager's Office





## Bid Results

[Registration](#) [Solicitations](#) [Document Inquiry](#) [Login](#) [Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: **FB340102** Riding Front Deck Mower

Close Date/Time: 6/14/2013 10:00 AM CST

Solicitation Type: **Formal Bid**[Return to the Bid List](#)Award Method: **Aggregate Cost**Department: **Public Works Fleet & Facilities**Responses: **5**

Vendors	Complete	Bid Total	City Comments
<a href="#">PROFESSIONAL TURF PRODUCTS LP</a>	Complete	\$72,095.00	Does not meet specifications
<a href="#">KANSAS GOLF AND TURF INC</a>	Complete	\$77,515.00	Award 6/25/13 Base bid with option 1 Public Works & Utilities Department/Fleet & Facilities Division
<a href="#">UNITED PROCUREMENT LP</a>	Complete	\$87,544.00	
<a href="#">PRAIRIELAND PARTNERS INC.</a>	Complete	\$88,238.00	
<a href="#">ANDOVER AUTO PARTS INC</a>	In- Complete	\$0.00	

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# Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: **FB340102** Riding Front Deck Mower

Close Date/Time: 6/14/2013 10:00 AM CST

Solicitation Type: **Formal Bid**

[Return to the Bid List](#)

Award Method: **Aggregate Cost**

Department: **Public Works Fleet & Facilities**

Responses: **5**

Go to: 001

Line **001** Base Bid: New and Unused Current Model Riding Front Deck Mower 4X4. Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_  
Year: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PROFESSIONAL TURF PRODUCTS LP	4	Each	\$16,594.0000	\$66,376.00	Complete	Manufacturer: Toro Model: GM 3280 Year: 2013
KANSAS GOLF AND TURF INC	4	Each	\$18,999.0000	\$75,996.00	Complete	Hustler 3700
UNITED PROCUREMENT LP	4	Each	\$21,160.0000	\$84,640.00	Complete	Manufacturer: John Deere Model: 1445 Year: 2013 w/72" 7 Iron II Deck
PRAIRIELAND PARTNERS INC.	4	Each	\$21,652.0000	\$86,608.00	Complete	Manufacturer: John Deere Model: 1445 Year: 2013
ANDOVER AUTO PARTS INC					No Bid.	

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Line **002** Option 1: 60" Hydraulically Angled Snow Blade (Cost per Mower)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KANSAS GOLF AND TURF INC	1	Each	\$1,519.0000	\$1,519.00	Complete	
PRAIRIELAND PARTNERS INC.	1	Each	\$1,630.0000	\$1,630.00	Complete	
UNITED PROCUREMENT LP	1	Each	\$2,904.0000	\$2,904.00	Complete	John Deere 1400/1500 series II and non-series II front mowers.
PROFESSIONAL TURF PRODUCTS LP	1	Each	\$5,719.0000	\$5,719.00	Complete	Hydraulic Angle Option \$5,719 Manual Angle Option \$2,961 With Hydraulic Angle Blade \$72,095 With Manual Angle Blade \$69,337
ANDOVER AUTO PARTS INC					No Bid.	

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**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL JUNE 25, 2013**

- a. 2013 Contract Maintenance KLINK Hot in Place Resurfacing E Kellogg, Webb to Greenwich (north of Harry Street, east of Rock Rd) (472-85075/54-87U-0104-01/707038/636246/620631/133116/211503/771633/663006/133116) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$568,000.00

### **Deeds and Easements for June 25, 2013**

Utility Easement from Quivira Council, Boy Scouts of America dated January 13, 2013 for a tract of land lying in Lot 2, Block A, Koch Community Park Addition, Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Utility Easement from Koch Estate Holdings, Inc., dated March 26, 2013 for a tract of land lying in Lot 3, Block A, Koch Community Park Addition, Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Utility Easement from Rainbows United, Inc., dated January 28, 2013 for a tract of land lying in Lot 1, Block A, Koch Community Park Addition, Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Drainage and Utility Easement from Greenwich Investment Group, LLC, a Kansas Limited liability company dated November 26, 2012 for a tract of land lying in Lots 14, Block 1, Village at Greenwich Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Utility Easement from Brent J. Wehling and Keri J. Wehling dated November 21, 2012 for a tract of land lying in Lot 9, Block 3, Chapel Hill 2nd Addition, an Addition to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Utility Easement from Nies Homes, Inc. dated November 21, 2012 for a tract of land lying in Lot 1, Block 3, Chapel Hill 2nd Addition, an Addition to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Utility Easement from Ridgewood North, LLC, a Kansas limited liability company dated February 1, 2013 for tracts of land lying in Lot 1, Block A, Great Plains Business Park 4th Addition, Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Water Line Easement from Ridgewood North, LLC, a Kansas limited liability company dated February 1, 2013 for tracts of land lying in Lot 1, Block A, Great Plains Business Park 4th Addition, Wichita, Sedgwick County, Kansas (OCA 607853) No Cost to City

Certificate of Corrections for YMCA South Addition, an addition to, Wichita, Sedgwick County, Kansas by Gregory J. Allison, P.E., MKEC Engineering Consultants Inc. dated May 10, 2013. No Cost to City

Affidavit for YMCA South Addition, an addition to Wichita, Sedgwick County, Kansas by Gary Janzen, P.E., City Engineer for the City of Wichita, Kansas dated May 14, 2013. No Cost to City

Sanitary Sewer Easement from Unified School District #259 dated March 11, 2013 for a tract of land lying in Tyler Pointe Addition, to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Utility Easement from 2011 Ventures, LLC, a Kansas limited liability company dated April 16, 2013 for a tract of land lying in Lot 11, Block 1, Regency Lakes Commercial 2nd Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 607853) No Cost to City

Public Utility Easement from John W. Minor and Sharon L. Minor, husband and wife, dated December 10, 2012 for a tract of land lying in the northeast ¼ of Section 31, Township 26 South, Range 1 East Sedgwick County, Kansas (OCA 744339) No Cost to City

Right of Way Dedication from Jeremy D. Crosswhite and Penny J. Crosswhite, husband and wife, dated September 4, 2012 for a tract of land lying in the northeast ¼ of Section 32, Township 26 South, Range 1 East Sedgwick County, Kansas (OCA 766265) No Cost to City

Right of Way Dedication from Norman L. Parham, Jr. and Debbra A. Parham, husband and wife, dated July 24, 2012 for a tract of land lying in the northeast ¼ of Section 32, Township 26 South, Range 1 East Sedgwick County, Kansas (OCA 766265) No Cost to City

Right of Way Dedication from Phil E. Martinson, a single person dated August 27, 2012 for a tract of land lying in the northeast ¼ of Section 32, Township 26 South, Range 1 East Sedgwick County, Kansas (OCA 766265) No Cost to City

**The following agreements and easements need to be signed and recorded:**

Sanitary Sewer Easement from the City of Wichita, a municipal corporation and the Board of Park Commissioners, a municipal corporation dated June 25, 2013 for a tract of land lying in the West half of the Northwest Quarter of Section 30, Township 27 south, Range 1 West of the 6th P.M., Sedgwick County, Kansas (OCA 766289) No Cost to City

Agreement for a SWQU between City of Wichita and Wichita Habitat for Humanity, Inc., dated February 11, 2013 for a location within the Northeast Quarter of Section 5, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas (OCA 607879) No Cost to City

Agreement between City of Wichita and Newmarket Office, LLC for improvements located within public right-of-way and Reserves C, D, and E, Newmarket Office 2nd Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 766288) No cost to City

Easement from Newmarket Office, LLC for a tract of land lying in Reserves C, D, and E, Newmarket Office 2nd Addition to Wichita, Sedgwick County, Kansas (OCA 766288) No cost to City

**The following agreement need to be signed:**

Grant of Right of Way from City of Wichita over a tract of land located in Reserve A, Power C.D.C.  
Second Addition, Wichita, Sedgwick County, Kansas

### **DEEDS AND EASEMENTS – June 25, 2013**

- a. Storm Water Drainage and Detention Basin Improvements Easement dated June 25th, 2013 from Frontgate Developers, LLC for a pond lying within Reserve C, Frontgate Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751517) No cost to City.

City of Wichita  
City Council Meeting  
June 25, 2013

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Boots N Daisy Dukes 5K (District VI)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure the event promoter Caleb Teague, Kansas City Running Company is coordinating the Boots N Daisy Dukes 5K with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Boots N Daisy Dukes 5K October 19, 2013 6:30am-10:00am**

- Museum Boulevard, Stackman Drive to Sim Park Drive
- Sim Park Drive, Museum Boulevard to Amidon Street
- Amidon Street, West Murdock Avenue to West Murdock Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with special events.

**Legal Consideration:** There are no legal considerations.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita  
City Council Meeting  
June 25, 2013

**TO:** Mayor and City Council

**SUBJECT:** Community Events – E.C. Tyree Clinic Community Day (District I)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure the event promoter Schaunta James-Boyd, E.C. Tyree Health and Dental Clinic is coordinating the E.C. Tyree Clinic Community Day with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**E.C. Tyree Clinic Community Day July 27, 2013 7:30 am – 2:30 pm**

- Lorraine Street, 14<sup>th</sup> Street North to 18<sup>th</sup> Street North
- 18<sup>th</sup> Street North, Lorraine Street to Hillside Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with special events.

**Legal Consideration:** There are no legal considerations.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita  
City Council Meeting  
June 25, 2013

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Automobilia’s Moonlight Car Show & Street Party  
(District VI)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, the event promoter Gary Carpenter, is coordinating the Automobilia’s Moonlight Car Show & Street Party with area business owners and making arrangements with staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Automobilia’s Moonlight Car Show & Street Party July 13, 2013 1:00 pm – July 14, 2013 1:00 am**

- 1st Street, Broadway Street to Mosley Street.
- Topeka Street, Douglas Avenue to 1st Street.
- Emporia Street, Douglas Avenue to 2nd Street.
- St. Francis Street, Douglas Avenue to 2nd Street.
- Santa Fe Street, Douglas Avenue to 1st Street.
- Mead Street, First Street to Douglas Avenue.
- Moore Street, First Street to Douglas Avenue.
- Rock Island Street, 1st Street to Douglas Avenue.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with special events.

**Legal Consideration:** There are no legal considerations.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works and Utilities Departments; and (3) Certificate of Liability Insurance on file with the Community Events Coordinator.



City of Wichita  
City Council Meeting  
June 25, 2013

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Titan 10K Southside Scorchers (Districts III and IV)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure the event promoter Clark Ensz, Clark Ensz, Inc. is coordinating the Titan 10K Southside Scorchers with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Titan 10K Southside Scorchers July 13, 2013 6:30 am – 9:00 am**

- 35th Street South, Osage Avenue to Walnut Street
- Walnut Street, 35th Street South to 33rd Street South
- 33rd Street South, Walnut Street to Palisade Avenue
- Palisade Avenue, 33rd Street South to 32nd Street South
- 32nd Street South, Palisade Avenue to Gold Street
- Gold Street, 33rd Street South to 31st Street South
- McLean Boulevard, 31st Street South to Pawnee Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with special events.

**Legal Consideration:** There are no legal considerations.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works and Utilities Departments; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

**CITY OF WICHITA**  
**City Council Meeting**  
June 25, 2013

**TO:** Mayor and City Council

**SUBJECT:** Partial Acquisition of 1930 South Oliver for the Mount Vernon and Oliver Intersection Improvement Project (District III)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the purchase.

**Background:** On December 4, 2012, the City Council approved the design concept and proposed project to improve the intersection of Mount Vernon and Oliver. The project will require the partial acquisition of eleven tracts. The intersection will include left turn lanes at all four approaches to the intersection and upgraded traffic signals. The property at 1930 South Oliver consists of a free standing retail building. The project requires a 378 square foot temporary easement during construction at the southern entrance of the two approaches. The easement is necessary to facilitate the grade change. The improvements are removed from the roadway and are not impacted by the project.

**Analysis:** The owner rejected the estimated market value of \$220, or \$0.58 per square foot. The owner sought full fee value for the easement area plus compensation for the cost of restriping that part of the parking lot affected. Through negotiation, the owner agreed to \$2,200. This amount is comprised of \$378, or \$1 per square foot for the land and \$1,822 for the site work.

**Financial Considerations:** The funding sources for the project are from both General Obligation Bonds and Federal grants administered by the Kansas Department of Transportation (KDOT). A budget of \$2,700 is requested. This includes \$2,200 for the acquisitions and \$500 for title work, closing costs and other administrative fees.

**Legal Considerations:** The Law Department has approved the easement as to form.

**Recommendation/Action:** It is recommended that the City Council 1) approve the budget and; 2) accept the easement.

**Attachments:** Temporary easement, tract map, and aerial map.

## **TEMPORARY CONSTRUCTION EASEMENT**

THIS EASEMENT made this 7<sup>th</sup> day of June, 2013, by and between MS & F Corporation, Grantor and the City of Wichita, Kansas, a municipal corporation, Grantee.

WITNESSETH: That the said Grantor, in consideration of the sum of Two Thousand Two Hundred and no/100 Dollars (\$2,200.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

A tract of land in the NW ¼ of Section 36, Township 27 South, Range 1 East, of the 6th P.M., Sedgwick County, Kansas for Temporary Construction Easement purposes more fully described as follows:

Commencing at the NW corner of Lot 1, Spears Addition, an addition to Wichita, Sedgwick County, Kansas; thence S00°00'E (assumed) along the west line of said Lot 1 a distance of 132.00 feet to the Point of Beginning, thence S90°00'E and normally distant to said west line a distance of 21.00 feet; thence S00°00'E and parallel with said west line a distance of 18.04 feet; thence S90°00'W a distance 21.00 feet to a point on said west line; thence north along said west line a distance of 18.00 feet, more or less, to the Point of Beginning.

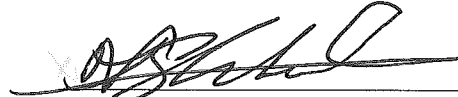
Said Tract containing 378 square feet, more or less.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed.

**This Temporary Easement shall expire automatically at the end of construction of the Oliver & Mt. Vernon Intersection Project or at 24 months from execution of said document, whichever comes first.**

- **One entrance will remain open during the reconstruction of the other entrance.**
- **The property will have access at all times during the project.**
- **Each entrance will be reconstructed in less than a 2 week time period.**

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

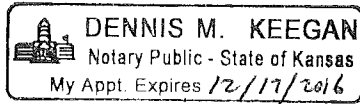
  
Tomey N. Shabshab, President, MS & F Corporation

STATE OF KANSAS     )  
                                  ) ss:  
SEDGWICK COUNTY    )

This instrument was acknowledged before me on the 11<sup>TH</sup> day of June, 2013 by

Tomey N. Shabshab, President, MS & F Corporation of Sedgwick County, Kansas.

  
Dennis M Keegan, Notary Public



My Commission Expires: December 17, 2016

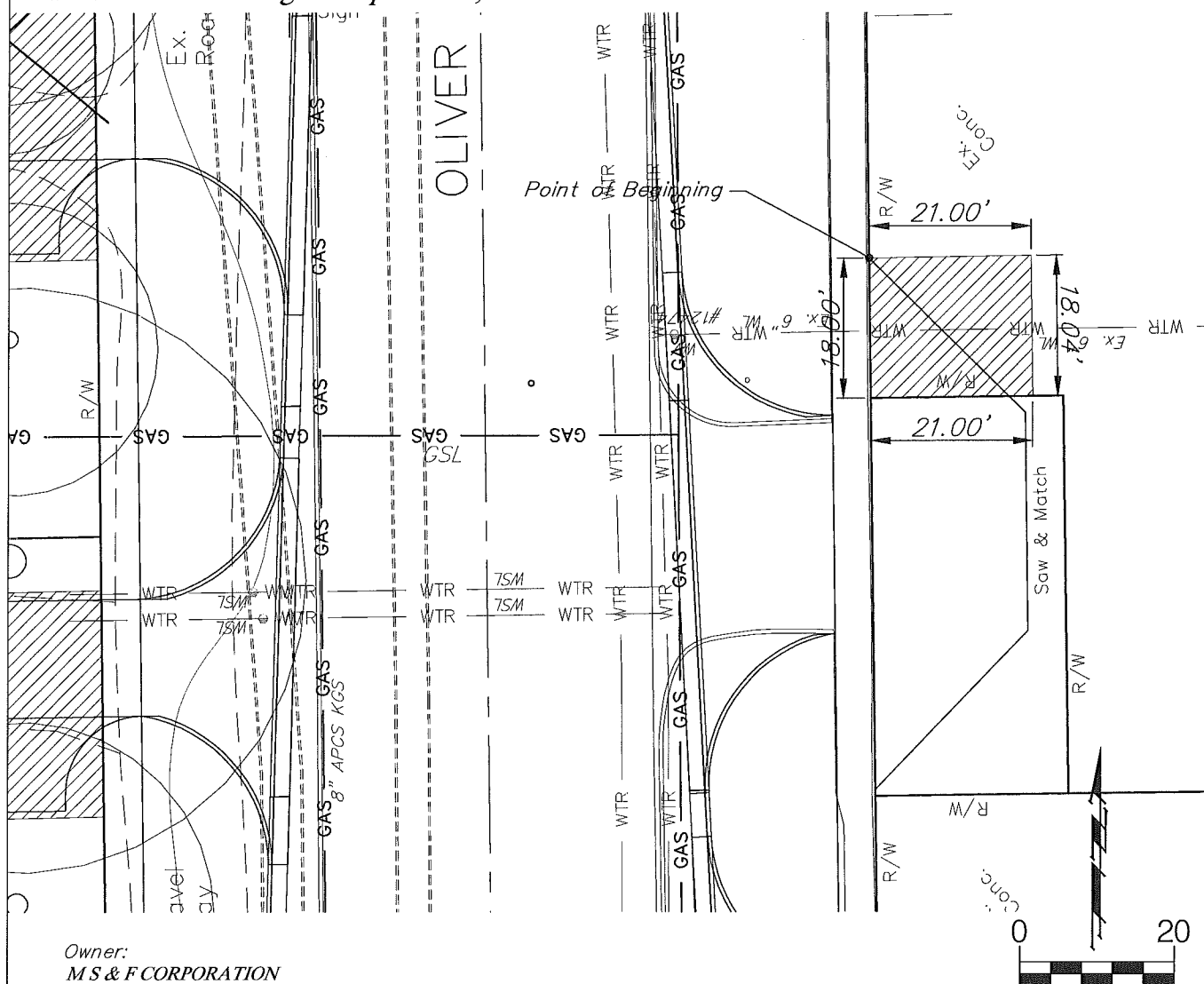
# EXHIBIT

## LEGAL DESCRIPTION:

A tract of land in the NW ¼ of Section 36, Township 27 South, Range 1 East, of the 6th P.M., Sedgwick County, Kansas for Temporary Construction Easement purposes more fully described as follows:

Commencing at the NW corner of Lot 1, Spears Addition, an addition to Wichita, Sedgwick County, Kansas; thence S00°00'E (assumed) along the west line of said Lot 1 a distance of 132.00 feet to the Point of Beginning, thence S90°00'E and normally distant to said west line a distance of 21.00 feet; thence S00°00'E and parallel with said west line a distance of 18.04 feet; thence S90°00'W a distance 21.00 feet to a point on said west line; thence north along said west line a distance of 18.00 feet, more or less, to the Point of Beginning.

Said Tract containing 378 square feet, more or less.



Owner:  
M S & F CORPORATION  
9986 NW US HWY 77  
EL DORADO KS  
67042-8422



Baughman Company, P.A.

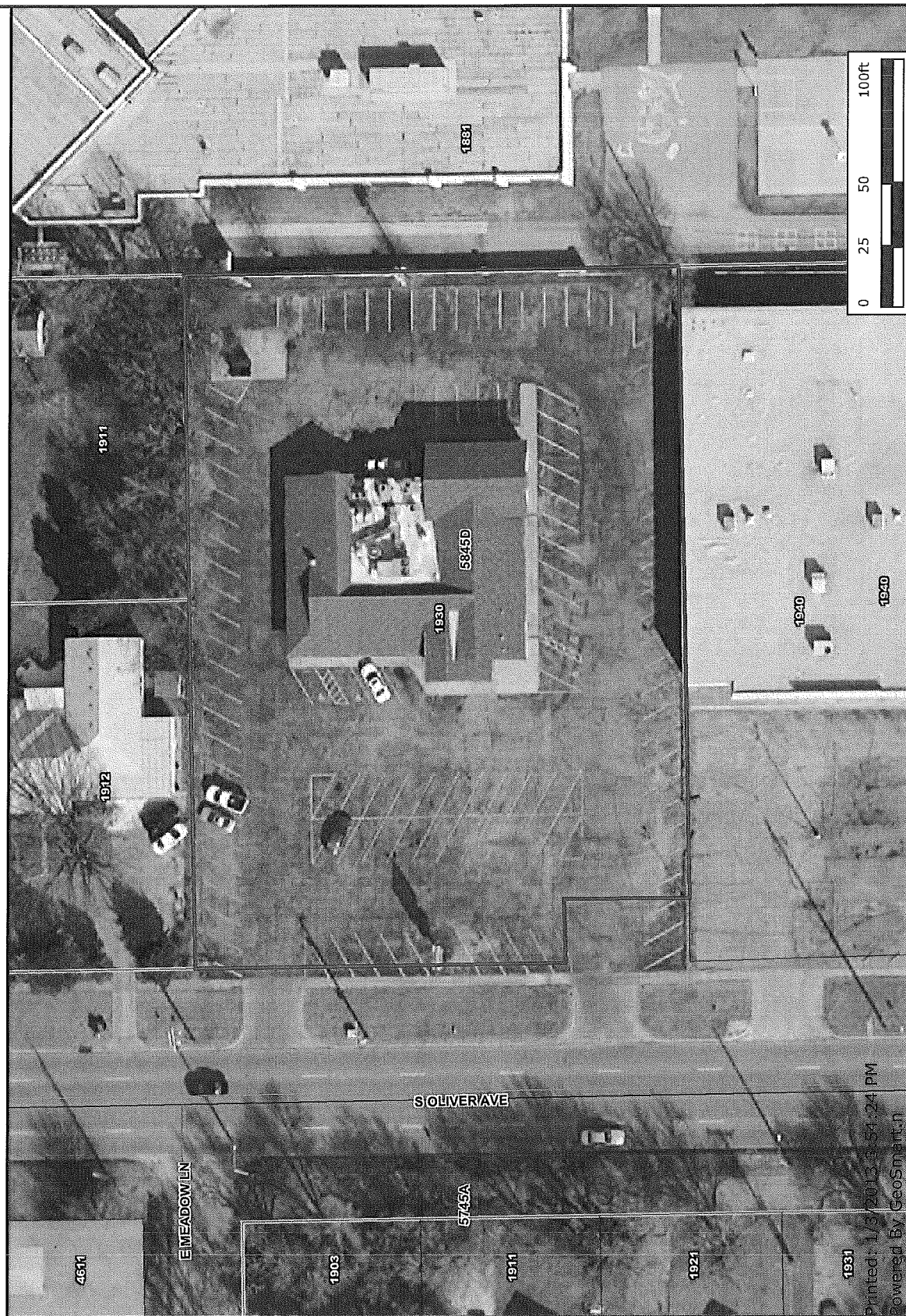
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149

ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

E:\Projects\Mount Vernon & Oliver Intersection 12-03-E735\Civil 3D



# 1930 South Oliver



<input type="checkbox"/>	Identified Features
<input type="checkbox"/>	Historic Districts
<input type="checkbox"/>	Old Town
<input type="checkbox"/>	Delano Overlay District
<input type="checkbox"/>	NO
<input type="checkbox"/>	YES
<input type="checkbox"/>	Property Parcels
<input type="checkbox"/>	Subdivisions
<input type="checkbox"/>	Roads
<input type="checkbox"/>	State Highway
<input type="checkbox"/>	US Federal Highway
<input type="checkbox"/>	Interstate
<input type="checkbox"/>	KTA
<input type="checkbox"/>	Arterial
<input type="checkbox"/>	Collector
<input type="checkbox"/>	Minor
<input type="checkbox"/>	Ramp
<input type="checkbox"/>	Railroads
<input type="checkbox"/>	Quarter Section
<input type="checkbox"/>	Waterways
<input type="checkbox"/>	Streams
<input type="checkbox"/>	Historic Sites
<input type="checkbox"/>	REGIONAL
<input type="checkbox"/>	STATE/NATIONAL
<input type="checkbox"/>	STATE
<input type="checkbox"/>	Historic Environs
<input type="checkbox"/>	Parks
<input type="checkbox"/>	Airports
<input type="checkbox"/>	City Limits
<input type="checkbox"/>	Andale
<input type="checkbox"/>	Bel Aire
<input type="checkbox"/>	Bentley
<input type="checkbox"/>	Cheney
<input type="checkbox"/>	Clearwater



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

City of Wichita  
City Council Meeting  
June 25, 2013

**TO:** Mayor and City Council Members

**SUBJECT:** Repair or Removal of Dangerous & Unsafe Structures  
(District III)

**INITIATED BY:** Metropolitan Area Building and Construction Department

**AGENDA:** Consent

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**Recommendations:** Adopt the attached resolutions to schedule required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

**Background:** On June 3, 2013, the Board of Building Code Standards and Appeals conducted hearings on the two (2) properties listed below. The buildings on these properties are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Building Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on these properties.

**Analysis:** Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

<b><u>Property Address</u></b>	<b><u>Council District</u></b>
a. 1023 South Wichita (Front and Rear Structures)	III
b. 1906 South Pattie	III

**Financial Considerations:** Structures condemned as dangerous buildings are demolished with funds from the Metropolitan Area Building and Construction Department (MABCD) Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of MABCD's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

**Legal Considerations:** The Law Department has reviewed and approved the resolution as to form.

**Recommendations/Actions:** It is recommended that the City Council adopt the attached resolutions to schedule a public hearing before the City Council on August 13, 2013 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

**Attachments:** Letter to Council, summary, and resolution.

**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A one story frame dwelling about 30 x 70 feet in size. Vacant for at least 6 months, this structure has been damaged by fire. It has fire damaged wood lap siding; fire damaged composition roof, with missing shingles; deteriorated rear porch; exposed, fire damaged framing members; and the two story, 20 x 30 foot accessory dwelling is dilapidated.

**(b) Street Address:** 1023 S WICHITA (FRONT & REAR)

**(c) Owners:**  
Kelvin H Turner & Angela Y Turner  
1023 S. Wichita  
Wichita KS 67213

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:**  
Kelly Arnold, County Clerk  
Sedgwick County Courthouse  
525 N Main  
Wichita KS 67203

Chris McElgunn, Attorney  
301 N Main #1600  
Wichita KS 67202

T.L.W., Inc. D/B/A Night Owl  
C/O Tom Edwards, JR  
429 S Hydraulic  
Wichita KS 67211

**(g) Mortgage Holder(s):**  
Household Finance Corporation III  
8404 W 8th St  
Wichita KS 67212

Bank of America, NA  
100 N Tryon St  
Charlotte NC 28255

City of Wichita  
Neighborhood Improvement Services  
332 Riverview  
Wichita KS 67203

**(h) Interested Parties:** None



**DATE: June 25, 2013**

**CDM SUMMARY**

**COUNCIL DISTRICT # III**

**ADDRESS: 1023 S WICHITA (FRONT & REAR)**

**LEGAL DESCRIPTION: LOTS 49 AND 51, AND SOUTH 5 FEET OF LOT 53, ON WICHITA STREET, KELSCH 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one story frame dwelling about 30 x 70 feet in size. Vacant for at least 6 months, this structure has been damaged by fire. It has fire damaged wood lap siding; fire damaged composition roof, with missing shingles; deteriorated rear porch; exposed, fire damaged framing members; and the two story, 20 x 30 foot accessory dwelling is dilapidated.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

\_\_\_\_\_  
of Metropolitan Area Building and Construction Department  
Enforcing Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director

\_\_\_\_\_  
**PUBLISHED IN THE WICHITA EAGLE ON**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 49 AND 51, AND SOUTH 5 FEET OF LOT 53, ON WICHITA STREET, KELSCH 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1023 S WICHITA (FRONT & REAR)** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **25th day of June 2013**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **13th day of August 2013**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 49 AND 51, AND SOUTH 5 FEET OF LOT 53, ON WICHITA STREET, KELSCH 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **1023 S WICHITA (FRONT & REAR)**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 30 x 70 feet in size. Vacant for at least 6 months, this structure has been damaged by fire. It has fire damaged wood lap siding; fire damaged composition roof, with missing shingles; deteriorated rear porch; exposed, fire damaged framing members; and the two story, 20 x 30 foot accessory dwelling is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **25th day of June 2013**.

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A one story frame dwelling about 30 x 48 feet in size. Vacant and open, this structure has fire damaged and missing wood shingle siding; fire damaged composition roof with holes; exposed, fire damaged framing members; fire damaged, dilapidated addition; rotted and missing fascia; and fire damaged wood trim.

**(b) Street Address:** 1906 S PATTIE

**(d) Owners:**  
Chelsy A Nearhood  
1906 S Pattie  
Wichita KS 67211

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:** None

**(i) Mortgage Holder(s):** None

**(j) Interested Parties:** None

**DATE: June 25, 2013**

**CDM SUMMARY**

**COUNCIL DISTRICT # III**

**ADDRESS: 1906 S PATTIE**

**LEGAL DESCRIPTION: LOTS 6 AND 8, ON PATTIE AVENUE, WALTER MORRIS AND SON'S FIFTH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one story frame dwelling about 30 x 48 feet in size. Vacant and open, this structure has fire damaged and missing wood shingle siding; fire damaged composition roof with holes; exposed, fire damaged framing members; fire damaged, dilapidated addition; rotted and missing fascia; and fire damaged wood trim.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

\_\_\_\_\_  
of Metropolitan Area Building and Construction Department  
Enforcing Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director

OCA: 230200

\_\_\_\_\_  
**PUBLISHED IN THE WICHITA EAGLE ON**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 6 AND 8, ON PATTIE AVENUE, WALTER MORRIS AND SON'S FIFTH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1906 S PATTIE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **25th day of June 2013**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **13th day of August 2013**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 6 AND 8, ON PATTIE AVENUE, WALTER MORRIS AND SON'S FIFTH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **1906 S PATTIE**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 30 x 48 feet in size. Vacant and open, this structure has fire damaged and missing wood shingle siding; fire damaged composition roof with holes; exposed, fire damaged framing members; fire damaged, dilapidated addition; rotted and missing fascia; and fire damaged wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **25th day of June 2013**.

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON JUNE 28 AND JULY 5, 2013

RESOLUTION NO. 13-110

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 49 AND 51, AND SOUTH 5 FEET OF LOT 53, ON WICHITA STREET, KELSCH 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1023 S WICHITA (FRONT & REAR)** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **25th day of June 2013**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

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Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **25th day of June 2013**.

---

Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON JUNE 28 AND JULY 5, 2013

RESOLUTION NO. 13-111

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 6 AND 8, ON PATTIE AVENUE, WALTER MORRIS AND SON'S FIFTH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1906 S PATTIE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **25th day of June 2013**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

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Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **25th day of June 2013**.

---

Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk



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**DEPARTMENT OF LAW  
INTEROFFICE MEMORANDUM**

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**TO:** Karen Sublett, City Clerk  
**FROM:** Gary E. Rebenstorf, Director of Law  
**SUBJECT:** Report on Claims for May 2013  
**DATE:** June 7, 2013

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The following claims were approved by the Law Department during the month of May 2013.

AT&T	\$ 277.60**
Ely, Austin	\$ 985.00
LeDuc, Andrew	\$ 1,205.85
Rush, Tracy	\$ 4,500.00
Westar Energy	\$ 243.91

\*City Manager Approval

\*\* Settled for lesser amount than claimed

\*\*\*Settled for more than amount claimed

cc: Robert Layton  
Shawn Henning





City of Wichita  
City Council Meeting  
June 25, 2013

**TO:** Mayor and City Council

**SUBJECT:** TIGER Discretionary Grant Application for Extension of Passenger Rail Service from Oklahoma City to Newton, KS (All Districts).

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Consent

-----

**Recommendation:** Approve submittal of the grant application and authorize the necessary signatures.

**Background:** The United States Department of Transportation (US DOT) announced the availability of funding for its TIGER Discretionary Grants on April 26, 2013. In the following weeks, discussions between Vice Mayor Pete Meitzner and the Kansas Department of Transportation (KDOT) led to a commitment by KDOT to provide \$3 million toward completion of the National Environmental Policy Act (NEPA) process needed for the extension of passenger rail service from Oklahoma City to Newton, KS. In the same time period, Vice Mayor Meitzner was also able to secure a joint letter of support from the Mayors of Wichita, Oklahoma City and Kansas City, MO, to pursue this project.

**Analysis:** As a result, a decision was made to submit an application for a TIGER Discretionary Grant project which would include the completion of the NEPA process and Project Engineering, including final design. Total project costs are estimated to be \$12.7 million, with the \$3 million contribution from KDOT serving as the local match. The application was submitted on June 3. If Wichita receives this award, the work would be done in two phases over a two-year period.

**Financial Considerations:** There is no financial contribution needed by the City of Wichita for the project. The City Manager authorized the expenditure of \$5,000 (plus reimbursables) from the non-departmental research and development account for a contractor to assist with preparation of the Project Narrative that is a necessary part of the application.

**Legal Considerations:** The application has been approved by the Law Department as to form.

**Recommendations/Actions:** It is recommended that the City Council approve submittal of the TIGER Discretionary Grant Application for extension of passenger rail service from Oklahoma City to Newton, KS, and authorize the necessary signatures.

**Attachments:** TIGER Discretionary Grant Application



# Northern Flyer Project

## TIGER V Grant Application

June 3, 2013

Submitted by: City of Wichita  
Partners Include: City of Wichita, Kansas Department of Transportation

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## I. Project Description

The Proposed Project is the environmental review, preliminary engineering and final design work that is required in order extend the Heartland Flyer north (known as the Northern Flyer) from Oklahoma City through Wichita and on to Newton, KS, where it will connect with the Southwest Chief. The Heartland Flyer currently runs from Oklahoma City, OK to Fort Worth, TX.

A Service Development Plan for this corridor was completed in December of 2011. This extension will close the 200 mile Service Gap that currently exists in the center of the country as illustrated in the diagram below.

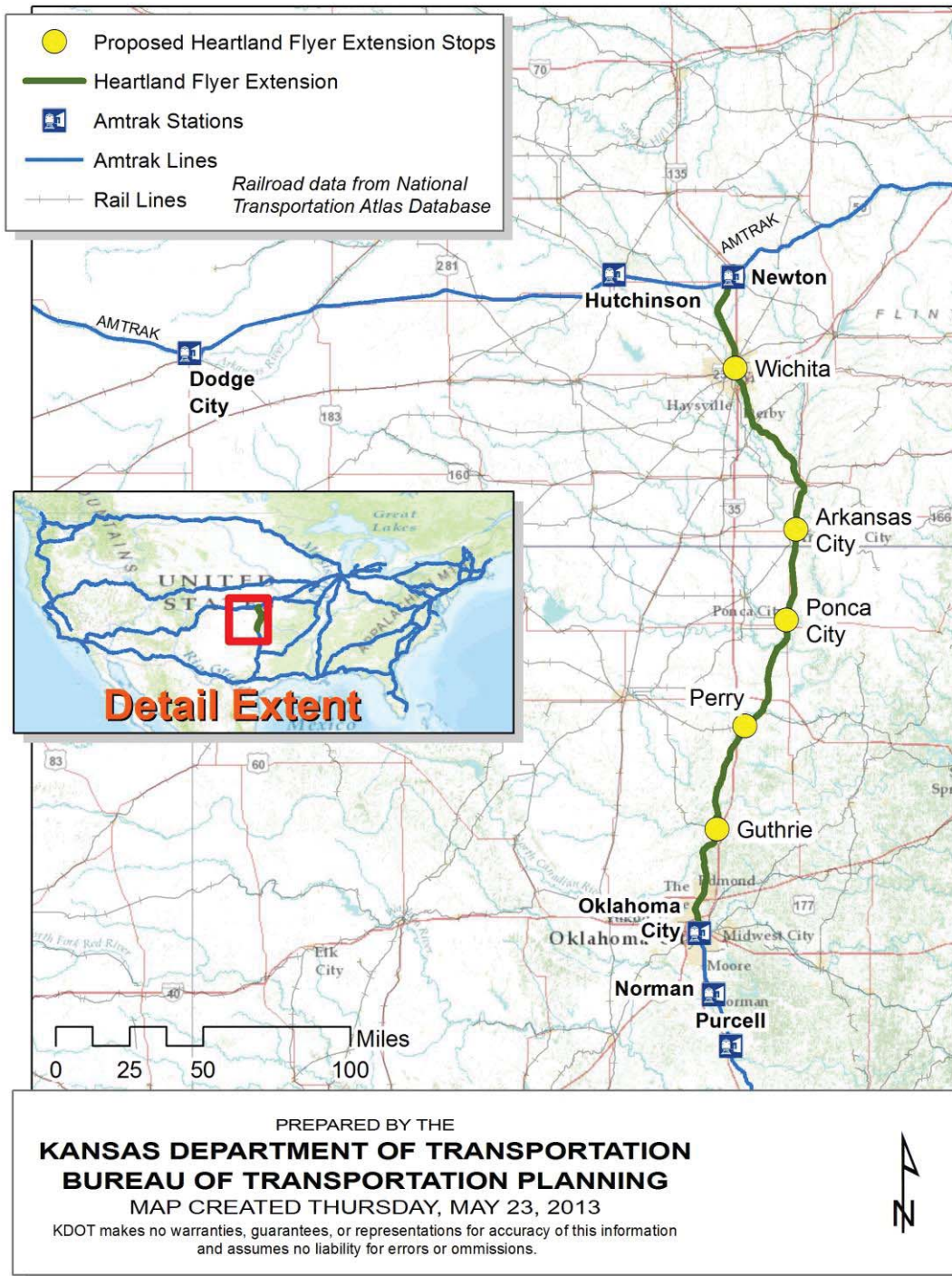
**By closing this 200 mile gap, the entire South Central Rail Corridor will be connected to the Chicago Hub Network. Through strengthened connections, more interstate travel options will be available and a more prosperous economy will develop from Chicago to San Antonio.**



Figure 1: Service Gap identified on Amtrak's National Rail Network Map



# Proposed Heartland Flyer Extension



Link to KDOT interactive map shown above: <http://bit.ly/ZgGdPA>  
 Map shows all existing infrastructure and where it intersects with the proposed corridor.

## a. Project Purpose

Truly nationally and regionally significant, the extension of the Heartland Flyer north from Oklahoma City through Wichita, connecting with the Southwest Chief in Newton is long overdue, and is relatively low in cost to construct due primarily to the well maintained tracks owned by BNSF, as well as the region's topography.

Ridership along this corridor is expected to be high. High enough in fact to make this 'a very successful train', according to Michael Franke, Chief State Government Contracts with the Department of Government Affairs and Corporate Communications, formerly Assistant Vice President for State and Commuter Partnerships with Amtrak. Franke expressed these thoughts during a press conference in Topeka, KS, debuting the Feasibility Study which was completed in March 2010. *(Figure 2 shows the Service Gap in green.)*

**Home to more than 12 million people, the proposed passenger rail corridor from Dallas, TX, to Newton, KS, would in effect connect the massive Great Lakes Megaregion with the economic, manufacturing and transportation centers along the I-35 Corridor Megaregion which runs from Kansas City, MO, all the way to San Antonio, TX. Through strengthened connections a more prosperous economy will develop from Chicago to San Antonio.** Figures 3 and 4 show these two Megaregion areas and how they intersect through Kansas City and Wichita.

By closing the 200 mile Service Gap, the Kansas Department of Transportation and the City of Wichita are partnering to improve the region's manufacturing base, worker productivity, economic development, commerce, trade, reduce the cost of travel for commuters, and reconnect the significant rural areas to the region's life blood, its metropolitan centers.



Fig. 2: Proposed project, (200 Mile Service Gap) in green

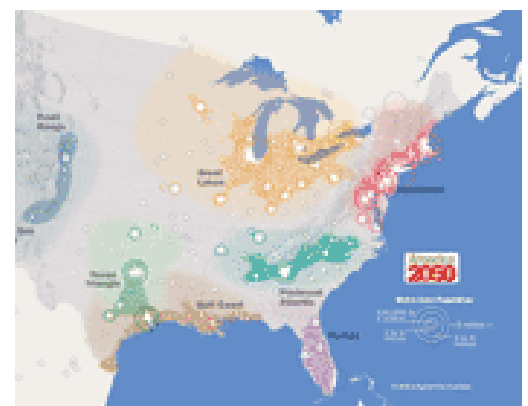


Fig. 3: Megaregions, 2008 as identified by Regional Planning Association



Fig. 4: Megaregions, 2005 as identified by Virginia Tech

## b. Statement of Work

The Service Development Plan for the Northern Flyer, or Heartland Flyer Extension was completed in December 2011.

The next step in the passenger rail development process following the development of the SDP is the preparation of a Service Level Environmental Assessment as defined by the National Environmental Policy Act (NEPA). Due to very well maintained track infrastructure by the BNSF, as well as very minimal need for additional right of way, the Service NEPA may in this instance have a Categorical Exclusion reducing not only the overall time frame, but the overall cost as well.

To further reduce developmental costs and time, the FRA recommends combining the Service NEPA and Project NEPA analyses into a single effort. In this case where all of the service will be located on existing railroad right-of-way, an Environmental Assessment, rather than an Environmental Impact Statement, may suffice. That being the case, the next step would include Preliminary Engineering, Project NEPA analysis, and Final Design.

### BACKGROUND

The BNSF rail line serving the route is a vital north-south freight route, connecting Mexico and the Gulf Coast ports to the industrial Midwest. Part of the route is also on BNSF's main Transcon Route running from southern California through Kansas City and onto Chicago. BNSF is aggressively marketing service in this corridor, particularly with the active intermodal freight

operation at Alliance, TX, and a new intermodal yard coming on line at Edgerton, KS. Freight traffic in this corridor will continue to grow into the foreseeable future.

In this high traffic density environment, certain capital infrastructure improvements to the track structure would be required to maintain the flow of freight traffic and protect the on-time performance of the proposed passenger services. Additionally, modifications to the highway grade crossing protection system would be required to account for the higher operating speeds of passenger trains. The improvements would provide drivers with adequate warning time of an approaching passenger train.

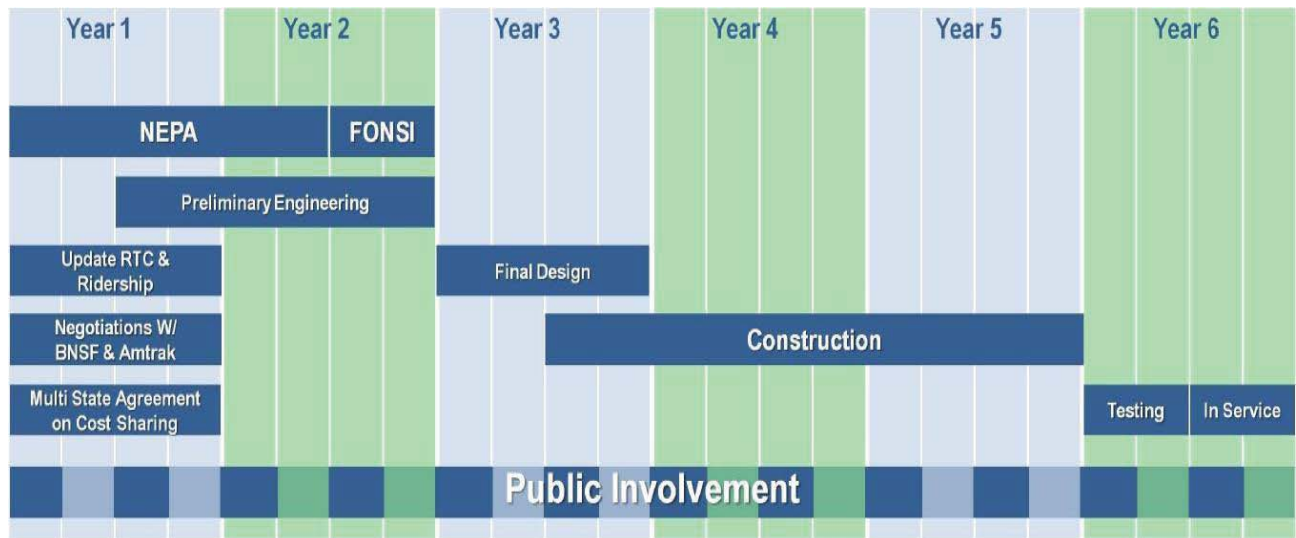


Amtrak train in Wichita, 2009

Funding for final design and construction will either be sought in legislative session during the NEPA and PE process, or barring success there, will be sought locally, or if necessary some combination of the two. This is a very important economic development project, and Wichita is serious about its development.



### c. Project Schedule



The above schedule includes Construction and Testing as identified in the Service Development Plan.

Environmental reviews, Preliminary Engineering and Final Design for The Northern Flyer extended service to Newton (Heartland Flyer Extension) is estimated to require 24 to 36 months to complete.

Several elements associated with potential project implementation are subject to variation in time to complete, but in general the above schedule is a good estimate of implementation for both environmental reviews, as well as subsequent development phases.

**d. Project Budget**

**Heartland Flyer Extension: Oklahoma City, OK to Newton, KS**

**NEPA, Preliminary Engineering and Final Design**

Year 1		Year 2	
Service Level NEPA 25% Preliminary Engineering and Project Level NEPA		75% Preliminary Engineering Final Design	
		\$3,900,000	\$8,800,000
TOTAL COST:		\$12,700,000	

The Kansas Department of Transportation has committed \$3M towards the project.

The City of Wichita is facilitating communication across state lines, and Wichita’s Union Station has been sold to a private developer who has submitted plans to redevelop the property into a mixed-use facility with accommodation for passenger rail. The City of Oklahoma plans a transit hub for its existing Santa Fe passenger rail station where the Heartland Flyer currently departs and stops.



## II. Project Partners

The development, design, and administration of environmental review and preliminary design phase of development for the Northern Flyer corridor is a coordinated partnership of the following regional parties:

- City of Wichita  
[www.wichita.gov](http://www.wichita.gov)
- KDOT  
[www.ksdot.org](http://www.ksdot.org)
- ODOT  
[www.okladot.state.ok.us](http://www.okladot.state.ok.us)

## III. Grant Funds and Sources / Uses of Project Funds

During the 2013 legislative session, the Kansas Department of Transportation accepted responsibility for the coordination of this project, and committed \$3M of the total project costs as a local match contribution to assure the U.S Department of Transportation (USDOT), and Federal Railroad Administration that sufficient match funding for the design and engineering of this project is available. The following list illustrates how funds are expected to be provided and allocated to accomplish key TIGER V objectives.

- \$3M in committed local funds.
- **Project Partners are seeking \$9.7M to complete Preliminary and Final Design with TIGER V grant funding.**

## IV. Selection Criteria

### a. Long Term Outcomes

#### (1) State of Good Repair

The next phase of this project, environmental review, preliminary engineering and final design for which we seek TIGER funding, admittedly do not yet meet this selection criteria since construction funding is not being sought until NEPA and PE work is underway.

Although final construction will significantly expand freight capacity along the Transcon freight corridor, ultimately improving the profitability of hundreds of manufacturing businesses in the heart of the country, this phase of development for the Northern Flyer does not have a specific application to the State of Good Repair element of TIGER long term outcomes.

Due to the limited impact of a planning request for TIGER funding, the Long Term Outcomes section will be written in terms of future construction.

#### (2) Economic Competitiveness

With an MSA of 650,000 Wichita is a significant part of the northern end of the I-35 Corridor Megaregion. Due to its heavy manufacturing base, the region's competitiveness depends on rail infrastructure investment. Groundwork is being laid for the region's growth, including the following:

##### Manufacturing industry

Wichita's MSA produces over half of all exports for the state of Kansas, including

both the aircraft industry as well as the fledgling windmill industry. These industries produce very large components that must be shipped by rail. Investment in rail infrastructure will enable manufacturers as well as farmers and ranchers in the region to get their goods to market faster and more efficiently.

Just like the commercials say, "it's all about logistics".



Improve long term efficiency and cost-competitiveness in the movement of large manufactured goods

***This project will improve the economic competitiveness of the United States by building freight capacity into one of the most heavily traveled freight corridors in the US, the Transcon. A significant percentage of manufactured goods in this region is destined for export.***

##### Balanced transportation network

Currently, the portion of the corridor that serves Kansas City to Dallas has no airline service between adjacent city pairs. Only if you possess an automobile or are limited to a bus ride can you get from one adjacent city to another. By adding rail to this otherwise single-mode transportation environment, a more balanced, less burdensome, more

environmentally friendly, less expensive transportation network will emerge, saving the states and the feds highway maintenance dollars.

### Connections with High Speed Rail corridors

Not only would closing the 200 Mile Service Gap connect Kansas City to Dallas and Chicago to San Antonio, but Texas and Oklahoma as well as Missouri and Illinois are developing or are planning for High Speed Rail. This new standard speed train would connect with newly built and developing high speed rail corridors, making for faster access to some of the nation's major airports, facilitating commerce and tourism.

### Improve worker productivity

Over the past 10 years, the business environment has changed dramatically. Today, more people work remotely from electronic devices such as phones, tablets and iPads than ever before. Much more so than planes or cars, trains allow workers to remain productive while traveling. For the many professionals in the region who travel between the large metros, passenger rail will allow these and other workers to remain productive.

### Build strong downtowns

Wichita is the 10<sup>th</sup> largest city in the nation without passenger rail.

Downtown Wichita is the core of the greater Wichita region, which includes 6 counties in Kansas and 650,000 people. It provides many of the region's major transportation and health care needs, as well as cultural, business, retail, and entertainment facilities. These facilities are accessed by millions of people annually from throughout the region; however, entrance to these facilities is presently limited to the personal

automobile for a significant portion of the regional population, which limits their use.

As an example, in 2012 the play known as The Lion King played for a week at Wichita's Convention Center, drawing people from a 100+ mile radius, and had a \$60M economic impact.

Having rail as a convenient, inexpensive travel option would have significantly increased the ROI for this event. Multiply this by the hundreds of events, concerts, sporting events and other activities in Wichita and Oklahoma City annually, and the economic development impact of rail will be significant.

### Capture the "Creative Engineers"

Now, more than ever, the young creative class of workers are choosing to live in urban, walkable environments. The downtowns of Wichita and Oklahoma City each have Union Stations in their downtowns that would function as point of entry to this newly restored passenger rail corridor, possessing significant economic development potential in terms of new housing, office, and commercial markets that can be unlocked by providing the urban, walkable environment these "creative engineers" seek. The NEPA, PE and Final Design planning grants proposed to be funded by TIGER V will help create this urban, walkable environment.





### Rural development

Despite being part of the I-35 Corridor Megaregion, large swaths of the corridor are rural, including rural communities such as Ark City, Strong City, Ponca City and Perry. By providing rural citizens convenient, inexpensive travel options, many more could live in rural communities along the corridor and commute to larger metro areas to work.

### Create economic development in a tornado-ravaged region.

Oklahoma City resides in Tornado Alley and has been recently devastated by back to back tornados, with one reaching F5 status, leaving tremendous devastation in its wake. This is not a single occurrence phenomenon. Oklahoma City has had more than its fair share of tragedies, from previous violent storms to home-grown terrorist attacks.

The proposed transportation corridor and improvement in rail infrastructure will help citizens not only rebuild from disaster more quickly, but also generate jobs in a state with a relatively high poverty rate.



### (3) Livability

The Northern Flyer Project meets most of the six livability principles developed by DOT, HUD and EPA.

#### Provide more transportation choices

Currently an underserved region from a transportation perspective, the reintroduction of passenger rail along the 200 mile Service Gap between Oklahoma City and Newton, KS, will extend the Heartland Flyer from Dallas/Fort Worth to the Southwest Chief at Newton, KS. The extension will provide a safe, reliable and economical transportation option to a population base of 12-14 million people, conservatively. It will also decrease household transportation costs for the thousands of commuters along a 200-600 mile corridor, and provide congestion mitigation for all areas served, reducing environmental impacts.

This passenger rail corridor will also serve the economically disadvantaged, non-drivers, senior citizens, and persons with disabilities. For example, Sedgwick County, home to the City of Wichita, has one of the highest disability rates in the state of Kansas, while Ponca City, OK (a possible stop) has a particularly high number of senior citizens, and non-drivers.

#### Improve existing transportation choices by enhancing connectivity

Wichita's transit plan will connect travelers arriving at Wichita's Union Station to its new airport (which is currently under construction) using both local and federal dollars.

#### Restoration of service in the Midwest

The last train on the Lone Star corridor left the station on October 20, 1979. Over 30 years without passenger rail has

had **devastating** effects on families in the region.

Single mothers could no longer travel the sometimes long distances with their children to visit beloved grandparents.

For some, the loss of the only means of transportation to the colleges and universities in the area meant staying home and working for minimum wage.

Many workers lost jobs.

Closing this 200 mile Service Gap means more than can be calculated in a benefit-cost analysis.

#### Support existing communities

The major adjacent cities along this corridor that cannot be served by airlines will derive immediate benefit from transit-oriented transportation. For example, there are no direct flights between Kansas City and Wichita, Wichita and Oklahoma City.

By restoring passenger rail to city centers, access is broadened to places and activities that add to the community's quality of life. Both Wichita and Oklahoma City are investing heavily in downtown community revitalization that includes Master Plans that increase the efficiency of public works investments.



#### Coordinate and leverage federal policies and investment

Leveraging local funding, the development of this corridor through additional federal investment is part of the region's strategy for growth.

### (4) Environmental

#### Sustainability

The Northern Flyer passenger rail corridor will promote environmental sustainability in the region by reducing annual vehicle miles traveled, particularly between adjacent city pairs. This decrease will in turn reduce oil dependency and greenhouse gas emissions.

#### Service Development Plan

According to the Service Development Plan completed in 2011, The Northern Flyer service would create environmental and sustainability benefits by reducing air and noise pollution associated with automobile travel, as there is a reduction in vehicle-miles travel from mode shifts.

#### Auto-Emissions

The amounts of emissions differ depending on vehicle, fuel efficiency, average speed, and driving conditions. The BCA used the California Department of Transportation's emissions factors from the California Life-Cycle Benefit-Cost Analysis Model (Cal B/C), which provides emissions factor estimates for automobiles and trucks at varying speeds for 2007 and 2027. This analysis used the year 2027 emissions factors provided for autos at an assumed highway speed of 50 miles per hour shown in Table 1. The 2027 rates were used throughout because of greater uncertainties in later years.

**Table 1: Emissions Factors from Cal B/C Model, Autos at 50mph, 2027**

Emissions type (grams per VMT)	Passenger Cars
CO	0.9308
NOX	0.0841
PM10	0.0324
SOX	0.0034
VOC	0.1003
CO2	341.66

*Source: California Department of Transportation, Cal B/C*

Emissions costs were obtained from the National Highway Traffic Safety Administration's report "Corporate Average Fuel Economy for MY 2011-2015 Passenger Cars and Light Trucks." These costs are on a per-ton basis and are as follows (Table 2):

**Table 2: Cost of Emissions – NHSTA**

Emissions Type	Cost per ton (2011 \$)
CO	\$68
NOX	\$4,347
PM10	\$182,802
SOX	\$17,834
VOC	\$1,895
CO2	Varies by Year

*Source: National Highway Traffic Safety Administration*

The cost of CO2 emissions are allowed to vary by year. Forecasts are taken from the U.S. Department of Energy, Energy Efficiency & Renewable Energy's Report on the Social Cost of Carbon Dioxide Emissions.

### **Auto-Noise Pollution**

By reducing VMT, rail services would also contribute to reductions in noise pollution. This BCA assumes a cost of noise of \$0.0007 per VMT as expressed in real 2011 dollars (after CPIU- adjustment), consistent with the National Traffic Highway and Safety Administration's figures as an average of urban and rural driving.



## (5) Safety

This section is taken from the Service Development Plan created in 2011 and identifies inputs rather than outcomes. These inputs were used in the Benefit Cost Analysis, (also produced by the Service Development) which is submitted in a separate document.

### Accident Savings

According to the Service Development Plan for this corridor, **the highway fatal crash rate in Kansas is falling but is persistently higher than the national rate**. Some 2,333 people lost their lives on Kansas roads in the last five years. More must be done to save lives. The reintroduction of passenger rail along a heavily traveled highway corridor such as the Northern Flyer is a viable transportation option to accomplish this goal.

The cost savings from reducing the number of accidents include direct savings (e.g., reduced personal medical expenses, lost wages, and lower individual insurance premiums) as well as significant avoided costs to society (e.g., second party medical and litigation fees, emergency response costs, incident congestion costs, and litigation costs). The value of all such benefits – both direct and societal – can be approximated by using the cost of service disruptions to other travelers, emergency response costs to the region, medical costs, litigation costs, vehicle damages, and economic productivity loss due to workers inactivity. This information is produced in full in separate Benefit Cost Analysis document.

## (6) Project Readiness

**The Northern Flyer Project TIGER Grant request is for a \$9.7M federal contribution with a \$3M local match** to complete Environmental Review, Preliminary Engineering and Final Design for the corridor from Oklahoma City to Newton, KS. While not shovel ready by September 2014, **the dollars for both the NEPA and PE will be committed by September 2014**.

Prior to this application we had several conversations with the FRA about this section of the grant request. It was their belief that our request for planning, while not a request for construction would meet this qualification based on the fact that funding would be committed by the September deadline.

Because of the multi-jurisdictional nature of this project, funding for this corridor would be difficult because of the inherent problems in collaborating across state lines. This TIGER Grant will allow us to move this project forward at a much faster pace. Once these plans are complete, our next application will be for a shovel ready project with additional local matches for construction.



### (a) Technical Feasibility

The contents for this section have been derived from the Service Development Plan, completed in 2011. Because Preliminary Design is yet to be undertaken, the development of design criteria and therefore the technical feasibility of the project cannot be

directly demonstrated by engineering and design studies and activities. That being said, the Service Development Plan does provide a basis for a cost estimate, including the identification of contingency levels appropriate to its level of scope and schedule.

### Costing Methodology Summary

Section 9 summarizes the estimated cost of the principal elements of the two alternatives under evaluation. The costs shown are in 2011 dollars with no provision for inflation. All costs are planning level with no detailed engineering performed to date. Costs per mile or per track element such as turnouts have been based on current consultant experience with the Illinois DOT passenger rail program between

Chicago and St. Louis adding new sidings and sections of double track.

For programming purposes, a 20 percent allowance for “soft costs” for planning and NEPA environmental studies, preliminary engineering, final design and construction oversight has been included. In addition, both a 15 and a 30 percent contingency has been included since no detailed engineering has been undertaken.

### Project Cost Estimates

#### Infrastructure Costs

Infrastructure cost estimates are based on the following:

- Inclusion of track and signal improvements

- Grading and track construction will provide 25-foot track center spacing between adjacent tracks

- Cost elements include 136# continuous welded rail (CWR) with concrete ties

- Refurbishing existing bridges, build new bridges and new or extended culverts – if necessary

- At-grade highway crossings will be extended and upgraded crossing signals

- Standard ditches and maintenance access roads

- New #24 power operated turnouts will be provided at the ends of new double track segments and at the ends of passing sidings

- Industry turnouts impacted by the new tracks will be replaced with #11 hand-thrown turnouts with 141# rail

- Split point derails will be provided

- Additions to the CTC signal system will include new control points/interlocking at the ends of double track and at the ends of passing sidings

The following tables summarize the infrastructure cost estimates based on the consultant analysis.

Turnout is the proper name for what is generally called a 'switch', a track appliance that permits a train to move from one track to another when desired. A 'switch' is a component of a turnout. The number (#24) indicates how sharp the turn. #24 is a high speed turnout allowing approximately 50 MPH in a switching move. Power-operated indicates that the Dispatcher at the central control center can operate the turnout.

A hand-thrown turnout must be operated by a member of the train crew at the site of the turnout. #11 is a lower speed turnout allowing train moves in the 20 MPH range.

A derail is a track appliance that will derail a car or locomotive that tries to pass over it when engaged. They are generally used as a safety device to prevent a car on side track to inadvertently roll onto a main track and into the path of traffic. A split-point is a particular type of very effective derail appliance.

**Table 3: Northern Flyer (*Heartland Flyer Extension*) - Estimated Infrastructure Costs (2011\$)**

<b>BNSF Subdivision</b>	<b>Improvement Location(s)</b>	<b>New Main Track and Passing Sidings (Track Miles)</b>	<b>Cost per Track Mile (\$ millions)</b>	<b>Estimated Total Cost (\$ millions)</b>	<b>Location State</b>
Red Rock	Double Track Oklahoma City to Britton	4.0	\$5	\$20	OK
Red Rock	Two Passing Sidings Newkirk to Arkansas City	2.5 OK 2.0 KS	\$5	\$12.5 \$10.0	OK KS
Arkansas City	Double Track Mulvane to Bender	4.0	\$5	\$20.0	KS
Arkansas City	Double Track McGraw to Newton	2.5	\$5	\$12.5	KS
	<b>Subtotal</b>	<b>15.0 Miles</b>		<b>\$75 Million</b>	
	Grade Crossing Improvements between Newton and Oklahoma City			\$10	\$4M KS \$6M OK
	Layover Facility in Newton			\$2.5	KS

<b>BNSF Subdivision</b>	<b>Improvement Location(s)</b>	<b>New Main Track and Passing Sidings (Track Miles)</b>	<b>Cost per Track Mile (\$ millions)</b>	<b>Estimated Total Cost (\$ millions)</b>	<b>Location State</b>
	OK Share KS Share	6.5Miles 8.5 Miles		\$38.5 Million \$49.0 Million	
	Subtotal Infrastructure	15.0 Miles		\$87.5 Million	
	Soft Costs: OK Share KS Share			\$8 Million \$10 Million	
	Total Soft Costs			\$18 Million	
	Contingencies: OK Share KS Share			\$12 Million \$15 Million	
	Total Contingencies			\$27 Million	
	Grand Total			\$132.5 Million	

Track Improvements include #24 power operated turnouts and signals / interlocking. Layover facilities in Newton include a new turnout to connect to track #8504, and standby power.

Contingencies include inaccuracies in the estimates and unanticipated cost increases for all cost elements. The contingency figures here will be reduced as planning and engineering are refined and costs can more accurately be defined.

### **(b) Financial Feasibility**

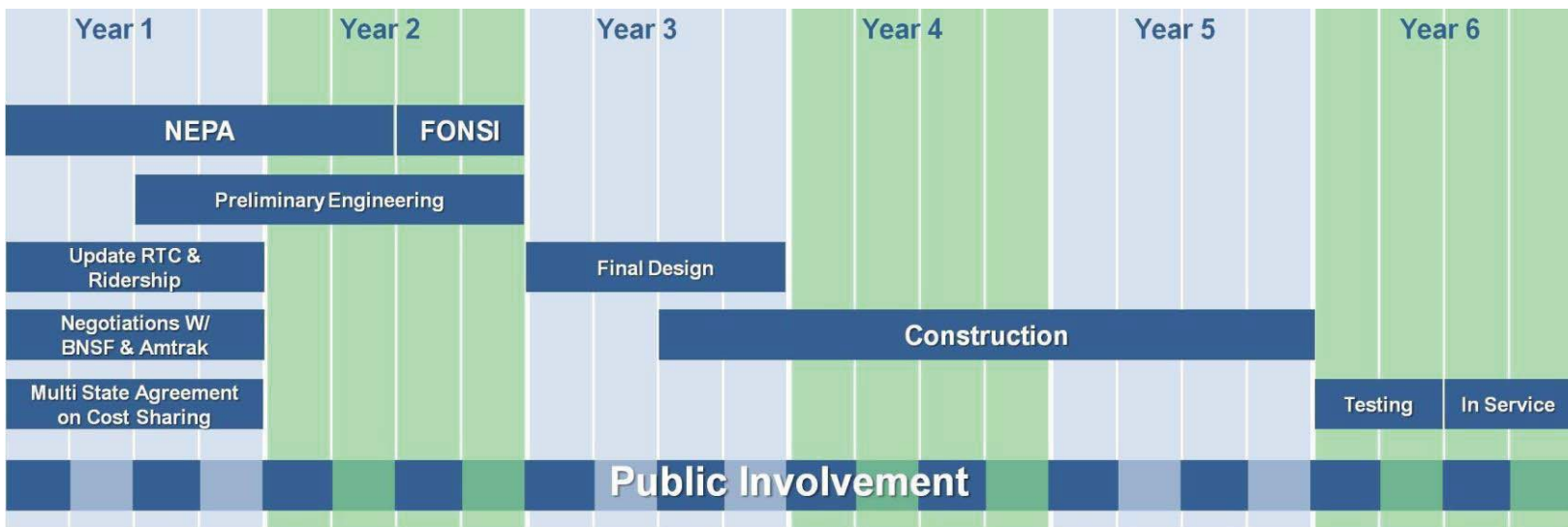
The Kansas Department of Transportation has committed and set aside \$3M towards the completion of the planning phase of the project, for purposes of this grant request.

The planning only grant funds will be spent steadily and expeditiously. Funding for construction will either be sought in legislative session during the NEPA and PE process, or barring success there, will be sought locally, or if necessary some combination of the two.

### (c) Preliminary Project Schedule

Following is a projected timeline for both the studies being requested as well as construction:

**Figure 5: Projected  
Timeline – Heartland  
Flyer Extension**



### (d) Assessment of Project Risks and Mitigation Strategies

For the planning grant requested, project risks and mitigation are minimal. Kansas has set aside \$3M for Environmental Review. With Categorical Exclusion being a very likely outcome for the Tier 1

Analysis, overall costs should be reduced accordingly. To the degree that CE is not accepted, any remaining balance will be covered by a combination of Wichita business interests and the City of Wichita.

## b. Innovation

The most innovative aspect of this project is its multi-jurisdictional nature. The City of Wichita and the City of Oklahoma City have never partnered before so this is truly groundbreaking work. Furthermore, outside of cooperating on the Service Development Plan, KDOT and ODOT have not cooperated on any large, multi-jurisdictional transportation project.

## c. Partnership

A broad range of regional parties are committed to work together to integrate transportation with other public service efforts to close the 200 mile Service Gap, known as the Northern Flyer. These parties are as follows.

- City of Wichita  
[www.wichita.gov](http://www.wichita.gov)

The City of Wichita will be responsible for providing relevant input to KDOT for south central Kansas, as well as continue to foster relationships in Oklahoma

- City of Oklahoma City  
<http://www.okc.gov>

City of Oklahoma will provide support for the project, advocating at the state and local level.

- KDOT  
<http://www.ksdot.org/>

KDOT will provide part of the funding and staff needed to manage and oversee the selection of engineering firms to conduct the studies, as well as the distribution of funds.

- ODOT  
<http://www.okladot.state.ok.us/>

ODOT will support KDOT and supply needed information.

Wichita Transit  
<http://www.wichita.gov/CityOffices/Transit/>

- Wichita Transit will operate a shuttle that will transport airline passengers from Wichita's Union Station to Wichita Mid-Continent Airport.
- Occidental Management  
[www.occmgmt.com](http://www.occmgmt.com)

Occidental Management, developer of Wichita's Union Station, as part of its plan for redevelopment will design, renovate or build a facility to handle passengers for Wichita Union Station.



Wichita's Union Station Plan A Renovation

The commitment on the part of Kansas to fund such a large amount of the project's total cost conveys its desire to partner with the Department of Transportation as stewards of the region's vision and resources to improve the region's economic competitiveness.

## d. Results of Benefit Cost Analysis

### Results in Brief

In order to meet the requirements of the TIGER V Grant Application, Parsons Brinkerhoff produced new BCA figures that used a 20 year scenario. For brevity, we will show the new 3% cost figures here. The full BCA will show both the 2011 results as well as the new 20 year scenario results.

**Heartland Flyer Extension: Extending the Heartland Flyer service from Oklahoma City to Newton, Kansas.**

#### BOTTOM LINE

B/C Ratio	1.00
ERR	3.02%
NPV	312,328

<i>Heartland Flyer Extension</i>	<i>Selected Scenario</i>
<b>Benefits</b>	
Roads and Highways	
Highway User Fuel Savings	\$73,368,151
Highway User Non-fuel O&M Savings	\$52,692,254
Oil Import Savings	\$6,019,913
Reduction in Pavement Damages	\$669,714
CO2 Emissions Savings	\$15,578,799
Non CO2 Emissions Savings	\$3,032,108
Noise Savings	\$602,743
Road Fatality Reductions	\$37,419,713
Road Injury Reductions	\$17,910,983
Vehicle Property Damage Reductions	\$2,746,070
Mode Shift Benefits	
Productivity Increases from Transfers to Rail	\$33,172,378
Induced Passenger Benefits	
Induced Passenger Benefits	\$4,235,765
<b>Total Benefits</b>	<b>\$247,448,592</b>
<b>Costs</b>	
Soft Costs	\$17,968,033
Infrastructure Costs	\$81,108,052
Rolling Stock	\$3,762,592
Net O&M Costs	\$136,410,586
Mobilization Costs	\$1,369,876
Residual Value	(\$6,213,470)
Contingency Costs (30% of infrastructure and rolling stock)	\$12,730,596
<b>Net Costs (less residual value)</b>	<b>\$247,136,264</b>



## Summary

This analysis shows that the anticipated quantifiable benefits from the Heartland Flyer Extension are approximately equal to their anticipated costs. It is important to note that, at this planning level analysis, inputs such as ridership and even cost are subject to change once a more detailed analysis is completed, therefore the BC ratios, while being the best information available at this time, should only be considered approximate values.

Besides this Service Development Plan, a number of benefit/cost or economic impact studies have been conducted for this corridor beginning in the year 2000. The 2000 Kansas HSR study found a positive BCA of 1.17 to 1.35. In 2009, KU's economic impact study found an after-tax considered return of 3.2:1, while Texas Transportation Institute's 2010 Heartland Flyer Survey found a return of 4.5:1.



## Planning Approvals, NEPA and other environmental reviews/approvals

The Northern Flyer Project is part of Wichita's MPO LRTP (MTP 2035), Visioneering Wichita, and Wichita Transit's long range transportation plan. We are seeking TIGER Grant funding for and Environmental Review, Preliminary Engineering and Final Design.

### Legislative Approvals

During the 2010 legislative session, several actions were taken in support of passenger rail service. K.S.A. Supp. 75-5089 established a passenger rail program for the state and created a passenger rail service revolving fund. However, no funds were appropriated. K.S.A. Supp. 75-5090 granted Kansas the authority to join the Midwest Interstate Passenger Rail Compact (MIPRC). The State of Kansas joined MIPRC that year.

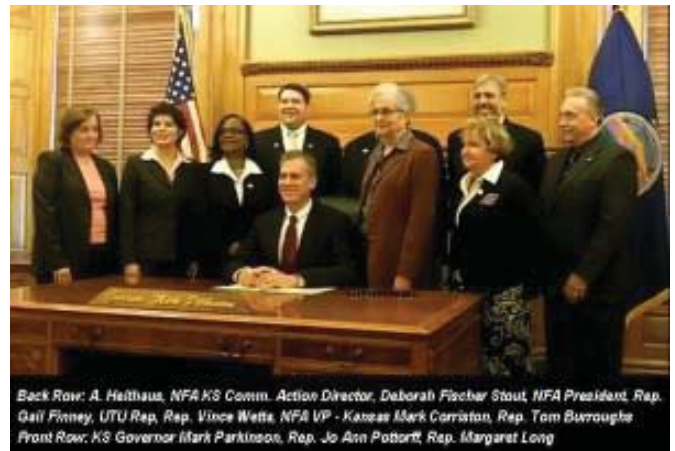
### State and Local Planning

During the 2009 session, the Kansas legislature expressed interest in expanding passenger rail service. Through concurrent resolutions, KDOT was urged to move forward with passenger rail planning in the state. In summary, the legislature used the concurrent resolutions to direct:

1. KDOT to take immediate action to apply for funds provided by the American Recovery and

Reinvestment Act of 2009 (ARRA) and that KDOT be enabled to prepare an application for ARRA funding.

2. The State of Kansas to develop further its multi-modal transportation plan, incorporating supplemental funding contingent on the findings of the Amtrak Expansion Feasibility Study.
3. The State of Kansas to enhance economic development opportunities in its communities through supplemental passenger rail operations.
4. KDOT to encourage Amtrak to expedite completion and delivery of the Amtrak Expansion Feasibility Study.



## V. Federal Wage Rate Certifications

See the web link to Wichita's Federal Wage Rate Certification in Table 6.

# Web Links to Additional Information

A link is provided to each of the following topics of information.

Table 6: Web Links to Additional Information
<b>Federal Wage Rate Certification:</b> document attached
<b>Benefit/Cost Analysis Support and Detail</b>
<b>KU Return on Investment Study:</b> <a href="http://northernflyeralliance.org/wp-content/uploads/NFA-Final-Presentation121709.ppt">http://northernflyeralliance.org/wp-content/uploads/NFA-Final-Presentation121709.ppt</a>
<b>Texas Transportation Institute Heartland Flyer Study:</b> <a href="http://swuttc.tamu.edu/publications/technicalreports/169116-1.pdf">http://swuttc.tamu.edu/publications/technicalreports/169116-1.pdf</a>
<b>KDOT HSR 2000 Feasibility Study:</b> <a href="http://dl.dropbox.com/u/10498162/KS%20Rail%20Study%202000.pdf">http://dl.dropbox.com/u/10498162/KS%20Rail%20Study%202000.pdf</a>
<b>Kansas State Rail Plan 2010:</b> <a href="http://dl.dropbox.com/u/10498162/Kdot%20SRP%20-%20DRAFT%20Final%20Report%20111210.pdf">http://dl.dropbox.com/u/10498162/Kdot%20SRP%20-%20DRAFT%20Final%20Report%20111210.pdf</a>
<b>Kansas Service Development Plan:</b> <a href="http://www.ksdot.org/PDF_Files/PDF-Passenger-Rail-SDP.pdf">http://www.ksdot.org/PDF_Files/PDF-Passenger-Rail-SDP.pdf</a>
<b>Letters of Support for TIGER Grant and Corridor</b>
<b>Letters and Resolutions of Support for the Northern Flyer:</b> <a href="http://northernflyeralliance.org/support-resolutions/">http://northernflyeralliance.org/support-resolutions/</a>
<b>Letters of Support for Northern Flyer TIGER Grant:</b> <a href="http://www.wichita.gov/Government/Departments/Planning/PlanningDocument/Letters%20of%20Support%20for%20the%20Northern%20Flyer%20TIGER%20Grant.pdf">http://www.wichita.gov/Government/Departments/Planning/PlanningDocument/Letters%20of%20Support%20for%20the%20Northern%20Flyer%20TIGER%20Grant.pdf</a>
<b>Supporting Planning Documents</b>
<b>Metropolitan Transportation Plan 2035:</b> <a href="http://www.wampoks.org/Publications/Metropolitan+Transportation+Plan+2035.htm">http://www.wampoks.org/Publications/Metropolitan+Transportation+Plan+2035.htm</a>
<b>Visioneering Wichita:</b> <a href="http://www.visioneeringwichita.com/downloads/Vision_document_May_2009.pdf">http://www.visioneeringwichita.com/downloads/Vision_document_May_2009.pdf</a>
<b>Transit Vision for the Greater Wichita Area:</b> <a href="http://www.wichitatransit.org/AboutUs/Documents/Wichita%20Regional%20Transit%20Plan.pdfPlan.htm">http://www.wichitatransit.org/AboutUs/Documents/Wichita%20Regional%20Transit%20Plan.pdfPlan.htm</a>
<b>KDOT Interactive Infrastructure Map:</b> <a href="http://bit.ly/ZgGdPA">http://bit.ly/ZgGdPA</a>

## Statement about Oklahoma

Prior to the outbreak of tornadoes in May 2013, Oklahoma was committed to pledging \$2M towards this phase of the project. Understandably, focus immediately changed that fateful Monday when the first tornado struck Oklahoma City. So, you will see letters of support referencing that commitment.

Despite the state's suffering, Oklahoma wants to be part of this round of TIGER funding so we have left them on this grant application in every way but pledging dollars. Their monetary contribution may come at some time in the near future but at the present time local contribution is \$3M with a \$9.7M federal request.

# ***BCA for Northern Flyer Project***



## Benefit/Cost Analysis for Northern Flyer Project

Besides this Service Development Plan, a number of benefit/cost or economic impact studies have been conducted for this corridor beginning in the year 2000. The 2000 Kansas HSR study found a positive BCA of 1.17 to 1.35. In 2009, KU's economic impact study found an after-tax considered return of 3.2:1, while Texas Transportation Institute's 2010 Heartland Flyer Survey found a return of 4.5:1.

*In order to meet the requirements of the TIGER V Grant Application, Parsons Brinkerhoff produced new BCA figures that used a 20 year scenario. The full BCA here shows both the 2011 as well as the new 20 year scenario results shown on page 14. Table numbers have been kept from the original Service Development Plan.*

When evaluating an investment, decision makers must determine if the benefits outweigh the costs. To help make this determination, a form of economic analysis known as Benefit Cost Analysis (BCA) is utilized. BCA compares the economic benefits to society arising from the investment over the full life cycle of the investment, versus all of the costs that are incurred during that same period of time. Societal benefits include both general public benefits, such as reduced air emissions, benefits to transportation system users themselves, and in some cases private benefits, such as increased worker productivity. Worker productivity benefits arise as long distance business travelers are not occupied driving, as they would be without the train, and also due to a work-conducive passenger environment (e.g., Internet access) on the train. In the case of passenger rail services, virtually all of the measureable benefits included in a BCA are public – either benefits available to all citizens generally, or to rail and other transportation system users.

Benefits and costs are also adjusted in a BCA to account for the “time value of money” through a method known as “discounting”. Discounting is done by reducing (discounting) the value of future benefits and costs by means of a discount rate. The discount rate measures what investments could earn in the future in their next best use, such as by buying risk free government securities. For example, if an individual, firm, or government entity can invest money now and earn 5 percent on that money next year, the discount rate would be 5 percent, and \$105 dollars next year would be valued at \$100 today. In BCA all costs and benefits are discounted to a Present Value following this basic logic and procedure. To maintain apples to apples comparisons, a “real discount” rate is applied to “real” dollar benefits and costs -- i.e., costs and benefits that set aside the effects of inflation.

A benefit-cost ratio is a primary indicator of the efficiency of proposed infrastructure investments. The benefit-cost ratio is a comparison of the discounted present value of quantifiable societal benefits versus project costs. It is measured by comparing the societal impacts of building the system to a no-build scenario. A benefit-cost ratio in excess of 1.0 indicates that a project will generate more benefits to society than its costs, and is justified within the limits of BCA. Other related measures produced by a benefit-cost analysis, which are

also reported, include the net present value, and the economic rate of return. Of course, other factors and criteria must also be used in conjunction with a BCA to make a broad decision as to the merits of an investment.

The BCA described below follows industry methodology best practices adopted by the U.S. Department of Transportation, including PRIAA guidance, FRA guidance, and guidelines for BCA promulgated by the US DOT in connection with its TIGER discretionary grant program. The BCA methodology also reflects consensus among transportation economists. These methods are conservative in their assumptions, and are intended to produce results which do not overstate or double count benefits.

The benefit components of the benefit-cost analysis are largely driven by the ridership forecasts provided by Amtrak. In this case, while travel time savings are minimal, other cost savings to riders are incurred, primarily reductions in automobile operating and maintenance costs. In addition, new riders who simply would not have made trips without the new service, also receive a benefit from this new travel opportunity.

Other benefits primarily derive from the reductions in vehicle miles of automobile travel. These reductions produce benefits -- in addition to direct user cost savings -- resulting from less road maintenance, less vehicle emissions, and fewer highway crashes. Since intercity passenger rail has fewer negative environmental impacts than automobile or air travel (e.g. less pollution, fewer accidents, etc.), the more riders on the passenger rail system, the more benefits are realized for the public.

It is important to distinguish between the benefit-cost analysis and wider, or indirect, economic impacts. The benefit-cost analysis measures the societal benefits that are most readily quantifiable. Benefit-cost analysis adheres to formal definitions that are conservative in nature. In particular, the analysis does not include any range of indirect economic benefits that can be forecast and which could arise, such as increased state and regional competitiveness, increased employment from new business attractions or startups, or increased real estate development and property values around new or enhanced rail stations. These effects, to the extent they could occur, could lead to increased economic output and employment in Kansas as well as Oklahoma and the other corridor states.

It is also important to note that, at this planning level analysis, inputs such as ridership and even cost are subject to change once more detailed engineering work is completed, therefore the BC ratios, while being the best information available at this time, should only be considered as approximate values. Further study and more precision in the input data will be needed to increase the precision of the BC ratios.

A more detailed template for BCA based on Federal guidelines, including information on what benefits are typically included in a BCA, and how these relate to broad benefit categories (e.g., livability, economic competitiveness, sustainability, etc.) is attached as Appendix 'B.'

## Key Analytic Assumptions for 2011 results

### Discount Rate

For evaluating the proposed passenger rail investments, dollar figures are expressed in constant first-half 2011 dollars. In instances where certain cost or benefit estimates were expressed in dollar values in other (historical) years, the U.S. Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the first-half of the respective year were used to adjust. First-half figures are used because the calendar year 2011 has not yet completed.

The discount rate used in the analysis is 4.0 percent. This discount rate is consistent with US DOT guidance for TIGER III grants and with OMB Circular A-4 and A-94 (Office of Management and Budget, 1992, 2003) which permits the use of lower discount rates when projects are being financed with public funds.<sup>57</sup>

### Evaluation Period

Benefits and costs are typically evaluated for a timeframe that includes the length of construction and an operating period of 30 years after the initial project investments are completed. For the purpose of analyzing the service alternatives for this corridor, the evaluation period includes the projected construction period for the required infrastructure, plus 30 years of operations during which the benefits of the services materialize.

### Travel Demand Sources & Forecast Years for Highway Benefits

Amtrak provided estimates of ridership, revenue, and passenger-miles traveled for each of the new and existing services in the region. They represent the total demand in 2012 if the new service was operational and provides a baseline from which future years were calculated.

## Change in Key Analytic Assumptions for 2013, 20 year results

### Discount Rate

For evaluating the proposed passenger rail investments, dollar figures are expressed in 3% and 7% discount rates.

### Evaluation Period

Benefits and costs were evaluated for a timeframe that includes the length of construction and an operating period of 20 years after the initial project investments are completed. These figures will be produced first in this document.

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<sup>57</sup> The discount rate is the acceptable return on investment and reflects the amount of risk associated with an investment, i.e., the higher the risk the greater the required return. Public entities tend to participate in investments that are conservative in returns more in line with that of government bonds than can be contemplated with private investments. While a discount rate as low as 3 percent is justifiable, this BCA utilizes a slightly more conservative 4 percent discount rate.



**Table 13: Amtrak Ridership, Revenue, and Passenger-Mile Estimates, 2012**

<b>2012</b>	<b>Existing Service / No Build</b>	<b><i>Heartland Flyer Extension</i></b>	<b><i>KC-OKC-FW Daytime Service</i></b>
<b>Ridership</b>			
New Kansas Service	-	200,500	270,500
Heartland Flyer	89,200	-	75,400
Southwest Chief	367,300	429,500	366,300
Texas Eagle	305,900	308,000	305,900
Total	762,400	938,000	1,018,100
<b>Ticket Revenue</b>			
New Kansas Service	-	4,885,000	9,255,000
Heartland Flyer	2,093,000	-	1,774,000
Southwest Chief	46,440,000	49,229,000	46,408,000
Texas Eagle	25,191,000	24,903,000	25,191,000
Total	73,724,000	79,017,000	82,628,000
<b>Passenger-Miles</b>			
New Kansas Service	-	40,600,000	81,690,000
Heartland Flyer	15,480,000	-	13,130,000
Southwest Chief	330,340,000	356,440,000	330,220,000
Texas Eagle	177,360,000	175,370,000	177,360,000
Total	523,180,000	572,410,000	602,400,000

Source: Amtrak

Future years were projected based on historical data from 2000-2010. Existing *Heartland Flyer* service grew at a compound annual growth rate of 2.24 percent during this period. This growth rate was carried through 2050 to develop estimates for ridership, revenue, and passenger-miles for all alternatives.

For all benefit calculations, only ridership estimates attributable to the new services were used for calculations. This avoids counting benefits for riders that were already riding on the existing service.

#### **Average Vehicle Occupancy Assumption**

One type of benefit is the avoided use of motor vehicles, which affect emissions and safety, for example. Consequently, it was necessary to translate passengers into eliminated vehicle-miles.<sup>58</sup>

In order to do this, this analysis assumes an average vehicle occupancy (AVO) rate of 2.0 persons per vehicle for interstate trips. This AVO rate is adopted from the National Household

<sup>58</sup> Based on prior experience, it was assumed that 80 percent of the ridership came from automobiles, 10 percent from bus or air, and 10 percent from new trip making.

Travel Survey 2009 data, using the average occupancy across the three states of interest, Kansas, Oklahoma and Texas.

## Included Economic Benefits

The following identifies and groups the benefits that are included in the BCA for the *Heartland Flyer Extension* and *KC-OKC-FW Daytime Service*.

## Economic Competitiveness

### Reductions in Vehicle Operating Costs

Both alternatives would reduce vehicle operating and ownership costs. They would do so because travelers could shift towards the rail service, reducing the total amount of VMT on the roadway system relative to the “no build” situation.

As a consequence, vehicle operating costs that are linked to mileage will decrease. That is to say, by driving fewer miles owners experience lower vehicle operating costs.

### Vehicle Operation Costs –Fuel

One operating cost reduction is the expenditure for fuel. To assess this, the Energy Information Administration’s (EIA) Annual Energy Outlook 2011 projections for auto and truck as well as the price of gasoline and diesel fuel.

The EIA only projects consumption to 2035, so it was necessary to further project for years 2036 to 2050. Based on the EIA’s “reference case,” fuel efficiency and prices were estimated based on the compound annual growth rate (CAGR) in the EIA’s model for 2010 to 2035. Further, because the EIA expresses fuel prices in 2009 dollars, CPI was used to adjust fuel prices to 2011 dollars. Table 14 outlines the range utilized.

**Table 14: Fuel Economy and Fuel Prices – 2011 (Estimated) and 2040 (Projected)**

	2011 (estimated)	2040 (projected)
Auto Fuel Economy	20.8 miles per gallon	29.1 miles per gallon
Gasoline Price	\$2.94 per gallon (2011 \$)	\$4.29 per gallon (2011 \$)

Source: U.S. Energy Information Administration

### Vehicle Operating Costs Non-Fuel

Non-fuel operating costs include the cost of operations and maintenance to vehicles, the cost of tires, and vehicle depreciation. A reduction in VMT due to project investments results in cost savings in these categories. The per-mile values of these categories were derived from a study conducted by Barnes and Langworthy. This analysis uses their “baseline costs” which reflect the most conservative estimate of operating costs because it assumes highway conditions and



smooth pavements (see Table 15). This analysis uses these average costs per mile values to calculate variable non-fuel vehicle operating costs.

**Table 15 Non-fuel Operating Cost Assumptions**

Operating Cost Category	Cost per Vehicle-mile Traveled (2011 \$)
Auto - Maintenance/Repair	3.9 cents per VMT
Auto – Tires	1.1 cents per VMT
Auto – Depreciation	7.6 cents per VMT

*Source: Barnes and Langworthy, 2003.*

### **Reductions in the Economic Cost of Oil Imports**

Fuel consumption has a cost beyond the actual operating costs or the environmental costs of the consumption, which is expressed as the economic cost of oil imports. The economic cost considers the impact of increasing U.S. oil demand on fuel prices and the impact of reduced oil supplies on higher oil prices, both reducing the level of U.S. economic output. The National Highway Traffic and Safety Administration suggests that each gallon of fuel saved reduces total U.S. imports of refined fuel or crude oil by 0.95 gallons. The analysis uses NHTSA's estimate for the per gallon cost of oil imports, which is \$0.33 per gallon in real 2011 dollars after CPI-U adjustment.

### **Productivity Benefits**

Productivity benefits refer to the concept that business travelers are capable of being significantly more productive on public transportation such as a train or plane than when driving. For example, an automobile traveler who diverts a five-hour trip to the train is then capable of using a laptop and performing other business tasks on the train. While driving, conducting work would be nearly impossible. To estimate this benefit, it was assumed that ten percent of the ridership was business travelers, given the schedule, of which 30 percent are productive in transit. In train time was calculated from the proposed schedules and distances traveled. The additional hours of traveler were then monetized based on value of time.

### **Value of Time Assumptions**

The standard measure of value of time accepted by USDOT is wage rate, which can be obtained from the Bureau of Labor Statistics. The average wage rate for all private sector employees in Kansas, Oklahoma, and Texas during the first-half 2011 average was \$20.90 per hour.

### **Induced Traveler Benefits**

Both alternatives would induce travel, meaning that passengers would take the service when they otherwise would not have made a trip at all. The benefits enjoyed by these travelers are thus different from those who switch modes.

The benefits to these passengers are difficult to measure. They are not travel time based, as these travelers otherwise would not have made the trip and are incurring time traveling. Similarly, they are incurring an expense that they otherwise would not have.

However, a trip is made because the traveler perceives that the costs (fare, time, etc.) to be at least equal to the benefit of making the trip. Consequently, the value of the benefit is some multiple of fare or in total, of passenger revenues.

The benefit of induced travelers is assumed to be 30 percent<sup>59</sup> of price, meaning that on average, induced travelers experience an economic benefit that is 30 percent above the price that they pay. Using this methodology allows for an estimate of the benefits that the new induced riders receive.

## **Safety**

### **Accident Savings**

Reductions in automobile travel lower the incidence of traffic accidents. The cost savings from reducing the number of accidents include direct savings (e.g., reduced personal medical expenses, lost wages, and lower individual insurance premiums) as well as significant avoided costs to society (e.g., second party medical and litigation fees, emergency response costs, incident congestion costs, and litigation costs). The value of all such benefits – both direct and societal – can be approximated by using the cost of service disruptions to other travelers, emergency response costs to the region, medical costs, litigation costs, vehicle damages, and economic productivity loss due to workers inactivity.

The state-of-the-practice in B/C analyses is to estimate accident cost savings for each of three accident types (fatal accidents, injury accidents, or property damage only accidents) using the change in highway VMT. Some studies perform more disaggregate estimates of the accident cost savings, applying different accident rates to different types of roadways (e.g., interstate, highway, arterial).

The accident avoidance related benefits for each of the services were based on 2009 accident data reported by the Kansas Department of Transportation. The accident counts are statewide averages and represent accidents on interstate highways, state highways, county roads, and

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<sup>59</sup> The 30% assumption is an approximation of a more complex calculation known as the 'rule of half' which is commonly applied in these types of estimations. Review of the assumption indicated that any difference was very small, especially when compared to the margin of error. Any effect on the B/C proves negligible.

arterials. Injury producing accident rates were determined and translated into Maximum Abbreviated Injury Scale (MAIS) categories based on the share of nationwide accident data reported by the National Highway Traffic Safety Administration. Below is the accident rate data used for this study.

**Table 16 Accident Rate Assumptions**

Category	Accident Rate (per million VMT)
MAIS 6 (fatal)	0.011798
MAIS 5 (critical)	0.000848
MAIS 4 (severe)	0.003272
MAIS 3 (serious)	0.011283
MAIS 2 (moderate)	0.039073
MAIS 1 (minor)	0.417570
Property Damage Only	1.589747

*Source: Kansas Department of Transportation*

This BCA assumes constant accident rates across the no-build and the service scenarios. Thus, changes in the number of accidents will result only from changes in VMT, not from a structural change to the safety conditions on the roadway network.

The benefits resulting from accident reduction are converted to monetary values using the cost of fatal and injury highway accidents recommended by the U.S. DOT. The value of “property damage only” accidents is derived from a Federal Highway Administration technical advisory. The following table outlines the values used as expressed in real 2011 dollars after CPI-U adjustment.

**Table 17: Value of a Statistical Life and of Accidents by MAIS Category**

Category	Value
Value of a Statistical Life	\$ 6,200,000
MAIS 6 (fatal) – cost	\$ 6,200,000
MAIS 5 (critical) – cost	\$ 3,767,600
MAIS 4 (severe) – cost	\$ 1,649,200
MAIS 3 (serious) – cost	\$ 651,000
MAIS 2 (moderate) – cost	\$ 291,600
MAIS 1 (minor) – cost	\$ 18,600
MAIS 0 (property only) –cost	\$ 3,377

*Source: U.S. Department of Transportation*

## Sustainability

Both new service alternatives would create environmental and sustainability benefits by reducing air and noise pollution associated with automobile travel, as there is a reduction in vehicle-miles travel from mode shifts. For air pollution, six types of emissions to measure and monetize benefits from their reduction were identified: carbon monoxide, nitrous oxide, particulate matter, sulfur dioxide, volatile organic compounds, and carbon dioxide.

### Auto-Emissions

The amounts of emissions differ depending on vehicle, fuel efficiency, average speed, and driving conditions. The BCA used the California Department of Transportation's emissions factors from the California Life-Cycle Benefit-Cost Analysis Model (Cal B/C), which provides emissions factor estimates for automobiles and trucks at varying speeds for 2007 and 2027.

This analysis used the year 2027 emissions factors provided for autos at an assumed highway speed of 50 miles per hour shown in Table 18. These 2027 emissions rates were used as a conservative simplifying assumption since anticipated rates in preceding years are higher although declining. The 2027 rates were used throughout because of greater uncertainties in later years.

**Table 18: Emissions Factors from Cal B/C Model, Autos at 50mph, 2027**

Emissions type (grams per VMT)	Passenger Cars
CO	0.9308
NOX	0.0841
PM10	0.0324
SOX	0.0034
VOC	0.1003
CO2	341.66

*Source: California Department of Transportation, Cal B/C*

Emissions costs were obtained from the National Highway Traffic Safety Administration's report "Corporate Average Fuel Economy for MY 2011-2015 Passenger Cars and Light Trucks." These costs are on a per-ton basis and are as follows (Table 19):

**Table 19: Cost of Emissions – NHSTA**

Emissions Type	Cost per ton (2011 \$)
CO	\$ 68
NOX	\$ 4,347
PM10	\$ 182,802
SOX	\$ 17,834
VOC	\$ 1,895
CO2	Varies by Year

*Source: National Highway Traffic Safety Administration*

The cost of CO2 emissions are allowed to vary by year, forecasts are taken from the U.S. Department of Energy, Energy Efficiency & Renewable Energy's Report on the Social Cost of Carbon Dioxide Emissions.

#### **Auto-Noise Pollution**

By reducing VMT, both rail services would also contribute to reductions in noise pollution. This BCA assumes a cost of noise of \$0.0007 per VMT as expressed in real 2011 dollars (after CPIU-adjustment), consistent with the National Traffic Highway and Safety Administration's figures as an average of urban and rural driving.

### **Excluded Economic Benefits**

The following is a summary of other potential benefits that are excluded from the BCA. The ensuing discussion describes these possible benefits and explains the rationale for their exclusion.

#### **Travel Times**

Travelers who divert a trip from auto to rail may experience different travel times. This analysis, however, assumes that for the same trip, the distance and travel time is the same via car or rail. Thus, there are no travel time savings, or losses, calculated for passengers.

#### **Fares**

Fares are an economic transfer from users to the service provider. As such, they represent neither an economic benefit nor an economic cost of the project. Revenues have been excluded from both the benefit and O&M cost tabulations.

#### **Construction Related Delays**

During the period of project construction there are expected to be some impacts on the capacity of the roadway network, especially in and around urban areas. This would result in

automobile delays partially offsetting travel time savings. These impacts are not included in this analysis, and are assumed to be negligible.

### **Land Use Impacts/Land Value Impacts**

This BCA does not incorporate or monetize the land use impacts that the new services may cause. Because of the improved connectivity between urban areas, and the impacts that new stations may have on their surrounding environments, it is possible that land values may change to reflect the improvements in accessibility. Changes in travel times may influence employment and housing patterns having land-use impacts along the corridor.

### **Economic Development Opportunities around Stations**

This BCA does not incorporate land development or business activity impacts that the changes in service from the *Heartland Flyer Extension*, *KC-OKC-FW Daytime Service* or the *Combined Services* (which includes the *KC-OKC-FW Daytime Service*) could induce. Such potential impacts could include increased real estate values, increased new commercial and residential development, and higher employment densities. Such increases can occur for a variety of reasons, for example because of increased visitor and other spending by rail passengers, or because the stations, together with other transportation linkages, simply provide a magnet for the development of a cluster of commercial, retail, or residential developments. It must be remembered, however, that the degree of potential economic development opportunities around stations is dependent on the degree to which the local communities would promote the opportunity to local businesses, developers and the community at large. Additionally, local communities would need to devote staff time and budget resources towards promotion and marketing.

Experience with international intercity passenger rail systems indicates that major metropolitan rail hubs and intermediate stations can see significant economic development around stations. Thus, connections to the major cities – Dallas Ft. Worth and Kansas City in particular -- will be important if any significant station area development is to occur. For example, the proposed Shawnee/Johnson KS station on the periphery of Kansas City could be an important catalyst for development, as it would be more fully integrated into the metropolitan economy. Experience suggests that such stations, when well served also by highway access and other public actions, can provide excellent environments for major office park development, including developments which focus on one or more major clusters, such as hospital and other health services campuses, or technology campuses.

Such potential changes were not evaluated in this BCA. They were not included for three basic reasons: 1) they are extremely difficult to predict, and are dependent on a whole range of public actions in addition to rail development; 2) because they can entail double counting of benefits; and 3) because the majority of these development impacts cannot be attributed solely to the rail stations or rail service. Other factors which must be in place for development to

occur include availability of developable land, passenger demand at the station, interconnections with local transit services and proximity to interstate highway interchanges, local planning and zoning policies, and most important, the underlying strength of local real estate markets.

Federal guidelines do not yet encourage inclusion of these types of benefits in BCA.

### **Improved Economic Productivity**

Improved transportation connectivity can create shifts in employment patterns and provide workers access to more job markets. As a result, people may seek employment in higher output work. This has the effect of increasing overall economic productivity in the region as workers are capable of reaching employment to maximize their earnings, and employers can reach a larger labor pool. Induced business trips can also stimulate economic activity by increasing personal interactions for economic purposes.

However, it is not expected that the additional services would either produce significant reductions in travel times or expand feasible commuting distances. Furthermore, the proposed schedules are not conducive to a regular commutation, making it unlikely that employees would shift jobs as a result of new or expanded service as with a commuter service<sup>60</sup>.

## **Economic Costs Included and Assumptions**

In the benefit-cost analysis, the term “cost” refers to the additional resource costs or expenditures required to implement, perpetuate, and maintain the investments associated with the potential *KC-OKC-FW Daytime Service* or the *Heartland Flyer Extension*.

The BCA uses project costs that have been estimated for both options on an annual basis. All costs were converted to real 2011 dollars based on CPI-U adjustments.

### **Construction Costs**

Construction costs include track work, grade crossing improvements, and a layover facility in Newton, KS.

### **Rolling Stock**

Costs for rolling stock were included, including locomotives, coaches, and food service. These costs were included as a one-time cost in the first year of operation, and as a recurring cost commensurate with the life cycle of the rolling stock.

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<sup>60</sup> The services examined in the SDP are intercity in nature and not designed to accommodate persons traveling to or from a job. Commuter rail is designed to take persons to their place of employment and return home. Compared to intercity rail, commuter rail is usually limited to 30 to 50 miles from a core city, tends to have several departures per day with more concentrated around rush hours, and is priced, like local transit, as a public service. The phrase that typifies commuter service is “In in the morning, Out in the afternoon.”

life cycle of 30 years. When the life cycle is completed, it is assumed that the rolling stock would be re-purchased at the same cost that it was originally purchased for, in real dollars. This in effect is a conservative assumption as many instances locomotives and cars are refurbished at a much lower cost.

### **Mobilization Costs**

One-time mobilization costs were included in the last year of construction. These costs represent the training and other soft costs related to starting the new service.

### **Annual Operating & Maintenance Costs**

The annual cost of operating and maintaining the proposed *Heartland Flyer Extension* or *KC-OKC-FW Daytime Service* are included in the analysis. Operations and maintenance activities apply to several assets, including track, rolling stock, stations, overhead, customer service, staff, and other operations. Operating and maintenance costs are assumed to begin at the start of the year immediately following the completion of a sub-phase. This is consistent with benefits beginning at that time.

### **Residual Value**

For assets aside from real estate (discussed above), this BCA assumes that the tangible assets depreciate on a straight-line over their life cycle. Further, the value of the asset is increased every time there is major rehabilitation work by the cost of the rehabilitation work.

Since this analysis ends in year 2050, any remaining asset value is attributed as a one-time cost-offset (or negative cost).

## **Key Benefit-Cost Evaluation Measures**

The benefit-cost analysis converts potential gains (benefits) and losses (costs) from the project into monetary units and compares them. The following three common benefit-cost evaluation measures are included in this BCA, each tailored to compare benefits and costs from different perspectives.

**Net Present Value (NPV):** NPV compares the net benefits (benefits minus costs) after being discounted to present values using the real discount rate assumption. The NPV provides a perspective on the overall dollar magnitude of cash flows over time in today's dollar terms.

**Economic Rate of Return (ERR):** The ERR is the discount rate that makes the present value of all benefits just equal to the present value of all costs (i.e., the real discount rate at which the project's NPV is zero and its benefit-cost is unity). Note that the ERR is interpreted as a real rate of return (after accounting for inflation), since the assumption is that benefits and costs are expressed in constant dollars. As such, it should not be



directly compared with investment returns calculated from inflated or nominal future year dollars.

**Benefit Cost (B/C) Ratio:** The evaluation also estimates the benefit-cost ratio; where the present value of incremental benefits divided by the present value of incremental costs yields the benefit-cost ratio. The B/C Ratio expresses the relation of discounted benefits to discounted costs as a measure of the extent to which a project's benefits either exceed or fall short of their associated costs.

## Benefit-Cost Analysis Results

### Results in Brief for 2013 TIGER Grant, 20- year scenario

3%

#### COSTS

Total O&M, Mobilization Costs	2011 \$ Disc.	137,780,461
Total Capital, Inf., Soft, Contingency, and Resid. Val costs	2011 \$ Disc.	109,355,803
Total Costs	2011 \$ Disc.	247,136,264

#### BENEFITS

Additional Business Productivity	2011 \$ Disc.	33,172,378
Induced Passenger Benefit	2011 \$ Disc.	4,235,765
User Fuel Savings	2011 \$ Disc.	73,368,151
Cost of Oil Imports Savings	2011 \$ Disc.	6,019,913
Total User Operating Savings	2011 \$ Disc.	52,692,254
CO2 Emissions Savings	2011 \$ Disc.	15,578,799
Non-CO2 Emissions Savings	2011 \$ Disc.	3,032,108
Noise Pollution Savings	2011 \$ Disc.	602,743
Fatality Savings	2011 \$ Disc.	37,419,713
Injury Savings	2011 \$ Disc.	17,910,983
Property Damage Only Savings	2011 \$ Disc.	2,746,070
Pavement Damage Savings	2011 \$ Disc.	669,714
Total Benefits	2011 \$ Disc.	247,448,592

## BOTTOM LINE

B/C Ratio	1.00
ERR	3.02%
NPV (2011 \$ discount)	312,328

<i>Heartland Flyer Extension</i>	<i>Selected Scenario</i>
<b>Benefits</b>	
<b>Roads and Highways</b>	
Highway User Fuel Savings	\$73,368,151
Highway User Non-fuel O&M Savings	\$52,692,254
Oil Import Savings	\$6,019,913
Reduction in Pavement Damages	\$669,714
CO2 Emissions Savings	\$15,578,799
Non CO2 Emissions Savings	\$3,032,108
Noise Savings	\$602,743
Road Fatality Reductions	\$37,419,713
Road Injury Reductions	\$17,910,983
Vehicle Property Damage Reductions	\$2,746,070
<b>Mode Shift Benefits</b>	
Productivity Increases from Transfers to Rail	\$33,172,378
<b>Induced Passenger Benefits</b>	
Induced Passenger Benefits	\$4,235,765
<b>Total Benefits</b>	<b>\$247,448,592</b>
<b>Costs</b>	
Soft Costs	\$17,968,033
Infrastructure Costs	\$81,108,052
Rolling Stock	\$3,762,592
Net O&M Costs	\$136,410,586
Mobilization Costs	\$1,369,876
Residual Value	(\$6,213,470)
Contingency Costs (30% of infrastructure and rolling stock)	\$12,730,596
<b>Net Costs (less residual value)</b>	<b>\$247,136,264</b>

7%

# **COSTS**

Total O&M, Mobilization Costs	2011 \$ Disc.	78,209,943
Total Capital, Inf., Soft, Contingency, and Resid. Val costs	2011 \$ Disc.	101,077,687
Total Costs	2011 \$ Disc.	179,287,630

# **BENEFITS**

Additional Business Productivity	2011 \$ Disc.	17,660,213
Induced Passenger Benefit	2011 \$ Disc.	2,255,024
User Fuel Savings	2011 \$ Disc.	39,343,848
Cost of Oil Imports Savings	2011 \$ Disc.	3,301,631
Total User Operating Savings	2011 \$ Disc.	28,052,148
CO2 Emissions Savings	2011 \$ Disc.	7,393,195
Non-CO2 Emissions Savings	2011 \$ Disc.	1,614,225
Noise Pollution Savings	2011 \$ Disc.	320,887
Fatality Savings	2011 \$ Disc.	19,921,397
Injury Savings	2011 \$ Disc.	9,535,397
Property Damage Only Savings	2011 \$ Disc.	1,461,945
Pavement Damage Savings	2011 \$ Disc.	356,541
Total Benefits	2011 \$ Disc.	131,216,449

## BOTTOM LINE

B/C Ratio	0.73
ERR	3.02%
NPV (2011 \$ discount)	(48,071,181)

<i>Heartland Flyer Extension</i>	<i>Selected Scenario</i>
<b>Benefits</b>	
<b>Roads and Highways</b>	
Highway User Fuel Savings	\$39,343,848
Highway User Non-fuel O&M Savings	\$28,052,148
Oil Import Savings	\$3,301,631
Reduction in Pavement Damages	\$356,541
CO2 Emissions Savings	\$7,393,195
Non CO2 Emissions Savings	\$1,614,225
Noise Savings	\$320,887
Road Fatality Reductions	\$19,921,397
Road Injury Reductions	\$9,535,397
Vehicle Property Damage Reductions	\$1,461,945
<b>Mode Shift Benefits</b>	
Productivity Increases from Transfers to Rail	\$17,660,213
<b>Induced Passenger Benefits</b>	
Induced Passenger Benefits	\$2,255,024
<b>Total Benefits</b>	<b>\$131,216,449</b>
<b>Costs</b>	
Soft Costs	\$17,317,689
Infrastructure Costs	\$71,015,323
Rolling Stock	\$3,356,197
Net O&M Costs	\$77,033,706
Mobilization Costs	\$1,176,237
Residual Value	(\$1,767,250)
Contingency Costs (30% of infrastructure and rolling stock)	\$11,155,728
<b>Net Costs (less residual value)</b>	<b>\$179,287,630</b>

## Results in Brief for 2011

Three alternatives were evaluated. They are:

**Heartland Flyer Extension: Extending the Heartland Flyer service from Oklahoma City to Newton, Kansas**

KC-OKC-FW Daylight Train: Introduction of a daily northbound and southbound train between Kansas City and Fort Worth departing each location in the morning

Combined Services: Operation of both the Heartland Flyer Extension and the KC-OKC-FW Daylight service in the Corridor

The results for each alternative are outlined below in Table 20.

**Table 20 Benefit Cost Analysis Summary  
30% Contingency**

<b>Scenario</b>	<b>Net Present Value (NPV)</b>	<b>Economic Rate of Return (ERR)</b>	<b>Benefit Cost Ratio (B/C)</b>
<i>Heartland Flyer Extension Only</i>	-\$27.1 million	2.57%	0.88
<i>KC-OKC-FW Daylight Service Only</i>	-\$261.1 million	N.A.	0.61
<i>Combined Services</i>	-\$137.6 million	1.71%	0.83

*Source: Parsons Brinckerhoff*

## Benefits and Costs by Category

**Table 21 Summary of Benefits and Costs by Scenario (Present Value)  
(over life of project)**

	<i>Heartland Flyer Extension</i>	<i>KC-OKC-FW Daylight Service Only</i>	<i>Combined Service</i>
<b>Benefits</b>			
Roads and Highways			
Highway User Fuel Savings	\$58,510,901	\$94,154,652	\$152,665,553
Highway User Non-fuel O&M Savings	\$42,024,754	\$67,625,452	\$109,650,205
Oil Import Savings	\$4,781,012	\$7,693,516	\$12,474,528
Reduction in Pavement Damages	\$534,131	\$859,514	\$1,393,645
CO2 Emissions Savings	\$12,872,701	\$20,714,511	\$33,587,213
Non CO2 Emissions Savings	\$2,418,260	\$3,891,419	\$6,309,679
Noise Savings	\$480,718	\$773,563	\$1,254,281
Road Fatality Reductions	\$29,844,124	\$48,024,610	\$77,868,734
Road Injury Reductions	\$14,284,920	\$22,987,028	\$37,271,948
Vehicle Property Damage Reductions	\$2,190,131	\$3,524,318	\$5,714,449
Mode Shift Benefits			
Productivity Increases from Transfers to Rail	\$26,456,659	\$127,720,690	\$207,090,667
Induced Passenger Benefits			
Induced Passenger Benefits	\$3,378,238	\$5,345,664	\$8,503,445
<b>Costs</b>			
Infrastructure Costs	\$92,516,175	\$258,145,018	\$285,337,906
Rolling Stock Net O&M Costs	\$3,379,341	\$43,578,723	\$42,032,593
Mobilization Costs	\$108,086,950	\$285,221,242	\$383,220,849
Residual Value (offset)	\$1,218,513	\$2,518,259	\$3,736,772
Contingency Costs (30% of infrastructure and rolling stock)	(\$3,933,225) \$23,634,269	(\$1,545,582) \$76,540,183	(\$5,743,551) \$82,807,992
<b>Net Costs</b>	<b>\$224,902,023</b>	<b>\$664,457,843</b>	<b>\$791,392,561</b>

Source: Parsons Brinckerhoff

To be conservative, a 30 percent contingency was factored in the analysis as the cost estimates are only at the planning level. It is a standard Parsons Brinckerhoff practice to use a 30 percent contingency factor when no engineering has been performed to account for potential variance between the planning level estimate and engineered costs.

Because Oklahoma DOT uses a lower contingency factor for its rail projects, a sensitivity analysis was conducted at the 15 percent level. Table 22 shows the benefits and cost with a lower contingency factor. With this assumption, the *Heartland Flyer Extension* benefits nearly equal its costs. Both contingency factors have been acceptable to USDOT.

**Table 22 Summary of Benefits and Costs by Scenario with 15% Contingency Costs (Discounted 2011 \$)**

	<i>Heartland Flyer Extension</i>	<i>KC-OKC-FW Daylight Service Only</i>	<i>Combined Service</i>
<b>Benefits</b>			
Roads and Highways			
Highway User Fuel Savings	\$58,510,901	\$94,154,652	\$152,665,553
Highway User Non-fuel O&M Savings	\$42,024,754	\$67,625,452	\$109,650,205
Oil Import Savings	\$4,781,012	\$7,693,516	\$12,474,528
Reduction in Pavement Damages	\$534,131	\$859,514	\$1,393,645
CO2 Emissions Savings	\$12,872,701	\$20,714,511	\$33,587,213
Non CO2 Emissions Savings	\$2,418,260	\$3,891,419	\$6,309,679
Noise Savings	\$480,718	\$773,563	\$1,254,281
Road Fatality Reductions	\$29,844,124	\$48,024,610	\$77,868,734
Road Injury Reductions	\$14,284,920	\$22,987,028	\$37,271,948
Vehicle Property Damage Reductions	\$2,190,131	\$3,524,318	\$5,714,449
Mode Shift Benefits			
Productivity Increases from Transfers to Rail	\$26,456,659	\$127,720,690	\$207,090,667
Induced Passenger Benefits			
Induced Passenger Benefits	\$3,378,238	\$5,345,664	\$8,503,445
<b>Total Benefits</b>	<b>\$197,776,549</b>	<b>\$403,314,937</b>	<b>\$653,784,347</b>
<b>Costs</b>			
Infrastructure Costs	\$92,516,175	\$258,145,018	\$195,918,814
Rolling Stock Net O&M	\$3,379,341	\$43,578,723	\$47,286,221
Costs Mobilization	\$108,086,950	\$285,221,242	\$383,220,849
Costs Residual Value	\$1,218,513	\$2,518,259	\$3,058,580
(offset)	(\$3,933,225)	(\$1,545,582)	(\$5,743,551)
Contingency Costs (15% of infrastructure and rolling stock)	\$11,817,134	\$38,270,091	\$41,403,996
<b>Net Costs</b>	<b>\$213,084,888</b>	<b>\$626,187,751</b>	<b>\$665,144,909</b>



With the lower contingency requirement, the results are marginally improved (Table 23).

**Table 23: Benefit Cost Analysis  
Summary 15% Contingency**

Scenario	Net Present Value (NPV)	Economic Rate of Return (ERR)	Benefit Cost Ratio (B/C)
<i>Heartland Flyer Extension</i>	-\$15.3 million	3.14%	0.93
<i>KC-OKC-FW Daylight Service Only</i>	-\$222.8 million	N.A.	0.64
<i>Combined Services</i>	-\$96.2 million	2.29%	0.87

## Summary

This analysis shows that the anticipated quantifiable benefits from the *Heartland Flyer Extension* are approximately equal to their anticipated costs without considering economic development inputs.

It is important to note that, at this planning level analysis, inputs such as ridership and even cost are subject to change once a more detailed analysis is completed, therefore the BC ratios, while being the best information available at this time, should only be considered approximate values.

# 3 Mayor Letter of Support for Passenger Rail Kansas City, Wichita, Oklahoma City



A letter of support from the three Mayors of Kansas City, Wichita and Oklahoma City in support of connecting their cities via passenger rail, closing the 200 mile service gap that exists while recognizing the economic potential in doing so as part of I-35 Megapolitan area in which they reside.



City of Kansas City, Mayor Sly James  
City of Wichita, Mayor Carl Brewer  
City of Oklahoma City, Mayor Mick Cornett



We, the three Mayors of the major population centers of Oklahoma City, Wichita and Kansas City, Missouri, recognize the essential value of passenger rail service linking our communities.

As critical population centers along the “megapolitan” corridor marked by Interstate 35 from San Antonio to Kansas City, we share common interests that define our interdependent relationship. We acknowledge the importance of the economic, social, governmental and cultural bonds that reflect our megapolitan status.

The fulfillment of our ultimate economic success is seriously hampered by the passenger rail “service gap” between Oklahoma City and Wichita. The absence of this vital link is a crucial deficiency in a transportation system anchored by Interstate 35 from San Antonio to Kansas City.

Our support for expanded passenger rail service along the I-35 corridor derives from recognition of the changing business world, and the positive economic impact of rail travel. Communication technology over the past decade has revolutionized business practices and enhanced the business value of passenger rail. Rail passengers can convert travel time to productive business activity, unlike auto or airline passengers.

Demographic changes have also intensified interest in passenger rail. Those changes include:

- An aging population that sees value in passenger rail.
- A youthful population, including our university students, that sees passenger rail as a viable transportation alternative to the ever rising insurance and fuel costs of automobile travel.
- A population more aware of the air pollution impacts of automobile travel.

CITY OF FOUNTAINS  
HEART OF THE NATION



KANSAS CITY  
MISSOURI



We are convinced that passenger rail will be a key component in the economic future of our communities, and not simply a means of transporting a person from one location to another. We also believe that an enhanced passenger rail system will result in greater volume for freight rail traffic, adding jobs and building capacity into our transportation infrastructure.

In summary, we strongly encourage the States of Kansas, Missouri, Oklahoma and Texas to work together to promote, plan, and develop a unified passenger rail service that allows our megapolitan area to reach its economic potential.

Signed,

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Mayor Sly James, Kansas City, Missouri

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Mayor Carl Brewer, Wichita, Kansas

---

Mayor Mick Cornett, Oklahoma City



Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745  
Mike King, Secretary



Phone: 785-296-3461  
Fax: 785-296-0287  
Hearing Impaired - 711  
publicinfo@ksdot.org  
<http://www.ksdot.org>  
Sam Brownback, Governor

May 31, 2013

The Honorable Ray LaHood  
Secretary of Transportation  
U.S. Department of Transportation  
1200 New Jersey Avenue SE  
Washington, DC 20590

Dear Secretary LaHood:

RE: TIGER Grant application for City of Wichita – Northern Flyer Extension

The Kansas Department of Transportation (KDOT) is submitting this letter of support for the City of Wichita, Kansas grant application as it pertains to the extension of the Amtrak Heartland Flyer passenger rail service from Oklahoma City, Oklahoma to Newton, Kansas.

This proposed extension will provide a north-south connection with two Amtrak national routes, the Southwest Chief in Newton, KS and the Texas Eagle in Ft. Worth, TX. This improvement and the accompanying service would fill a major gap in the Amtrak passenger rail network and will be beneficial to the traveling public, government, and businesses throughout the central region of the United States.

Wichita officials have developed significant regional support for the expansion of the Heartland Flyer service. The KDOT is happy to be a partner on the application and would urge your favorable consideration.

Sincerely,

Mike King  
Secretary of Transportation



June 3, 2013

Mr. Ray LaHood  
Secretary of Transportation  
United States Department of Transportation  
1200 New Jersey Avenue SE  
Washington, DC 20590

RE: City of Wichita, KS TIGER Grant Application – Northern Flyer Extension (aka Heartland Flyer Extension)

Dear Secretary LaHood:

Occidental Management, Inc. is submitting this letter to express its strong support for the City of Wichita's TIGER Grant Application regarding the proposed extension of the Amtrak Northern Flyer Project. This project represents a significant opportunity to strengthen the connection of commerce and passenger rail service along the I-35 Corridor stretching from San Antonio, TX to Kansas City, MO and further still to the Chicago, IL Metropolitan Statistical Area. This multi-jurisdictional project supports the current National Rail Plan from the Federal Railroad Administration by fostering the development of passenger rail service in this corridor.

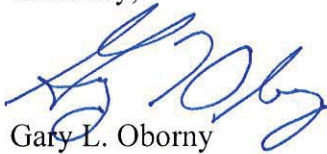
Occidental's involvement in this project was heightened by our acquisition and planned redevelopment of the Historic Union Station in Wichita, KS. This downtown historic landmark is in the process of massive rejuvenation, after many years of inactivity, due to the resurgence of economic investment and the creation of strategic partnerships to enhance the south-central region of Kansas as a regional hub for transportation and commerce, which serves over one million Kansans and six million visitors on an annual basis.

This proposed extension has generated a groundswell of support from the business communities in Wichita, Oklahoma City and Kansas City as it promotes growth in the region's manufacturing industry, economic development, trade and commerce, lower cost transportation alternatives for travelers, and connection to metropolitan areas for rural consumers. Recently, the Mayors of these three cities signed a declaration of commitment to work together on The Northern Flyer Extension as it meets the objectives outlined by TIGER for the long-term, generational economic impact on a regional and national basis.

As a business that is headquartered in Wichita, KS and actively involved in organizations such as the Chamber of Commerce, The Leadership Council – Greater Wichita Economic Development Corp., Wichita Independent Business Association, Rotary, and many other civic and charitable endeavors, Occidental Management is committed to doing all that we can to connect and align our city with like-minded regional and national partners to

enhance the economic viability of Wichita. To this end, we strongly recommend the selection of the Wichita, KS 2013 TIGER Grant Application for the Northern Flyer Project. We are honored to be a part of this process and appreciate the opportunity to offer this letter of support for your consideration.

Sincerely,



Gary L. Oborny  
Chairman and Chief Executive Officer



Chad J. Stafford  
President





May 29, 2013

Mr. Ray LaHood  
Secretary of Transportation  
U.S. Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, DC 20590

**RE: City of Wichita, KS TIGER Grant Application for the Northern Flyer Project**

Dear Secretary LaHood:

On behalf of the Wichita Downtown Development Corporation, we would like to express the organization's strong support of the City of Wichita, KS ("Wichita") 2013 Transportation Investment Generating Economic Recover (TIGER 2013) Grant Application for the Northern Flyer Project. Our organization represents a constituency of thousands of Downtown business and property owners in Wichita, KS.

The Northern Flyer [aka Heartland Flyer Extension] Project is an outstanding example of a project that supports the long-term national goals that have been established by the TIGER Grant program. It is multi-jurisdictional, requiring the cooperation of both the Kansas and Oklahoma State Departments of Transportation. **Development of passenger service in this corridor is also identified in the most current National Rail Plan released by the Federal Railroad Administration.**

Additionally and significantly, by extending the Heartland Flyer north to connect with the Southwest Chief, the proposed passenger rail corridor stretching from Dallas, TX to Newton, KS would also connect the massive Great Lakes mega-region with the economic and transportation centers along the I-35 Corridor mega-region from Kansas City, MO to San Antonio, TX. Through strengthened connections, a more prosperous economy will develop from Chicago to San Antonio.

By closing this 200 mile "service gap", the Kansas Department of Transportation ("KDOT"), the Oklahoma Department of Transportation ("ODOT"), the City of Wichita and the City of Oklahoma City have partnered to improve the region's manufacturing base, worker productivity, economic development, trade & commerce, to reduce the cost of travel for commuters, and better connect the significant rural areas to the region's life blood, its metropolitan centers. By developing this project, the City of Wichita has demonstrated a regional approach through its ability to work in conjunction with two states and multiple cities in this effort, and is thoroughly committed to an accelerated implementation of this project.



Environmental Review and Preliminary Design are the required next steps in developing the corridor. Enthusiasm for the project has grown greatly and includes funding sources that have been secured through KDOT and ODOT to complete the environmental review phase of development. Wichita began this project as part of the Visioneering Wichita process that began in 2004. This year-long program included input from over 16,000 citizens that generated a series of goals, strategies and outcomes, one of which was the restoration of passenger rail to Downtown Wichita.

The City of Wichita is a regional economic base for over one million individuals in the State of Kansas. Over six million people visit the area on an annual basis. Currently, strategic efforts are underway to strengthen this base with over \$370 million in public and private sector investment since 2010 and over \$100 million in projects currently under construction that are helping to revitalize the Downtown area. Also of significance is the new \$100 million airport terminal that is also currently under construction. With these and many other investments, the City of Wichita is emerging as a regional transportation hub and the expansion of passenger rail both complements and enhances these key initiatives.

The Northern Flyer Extension Project meets the TIGER goals for significant regional and national impact and will be successful for generations. The Wichita Downtown Development Corporation strongly recommends that you select the City of Wichita, KS 2013 TIGER Grant Application for the Northern Flyer Project. We appreciate the opportunity to offer this letter of support and thank you for your consideration.

Sincerely,



Gary Schmitt  
WDDC Board Chairman  
Wichita Downtown Development Corp.



Jeffrey C. Fluhr  
President  
Wichita Downtown Development Corp.



June 3, 2013

Mr. Ray LaHood  
Secretary of Transportation  
U.S. Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, DC 20590

Dear Secretary LaHood:

Wichita Transit is pleased to offer our complete support for the City of Wichita, Kansas, 2013 Transportation Investment Generating Economic Recovery (TIGER 2013) grant application for the Northern Flyer Project. Wichita Transit is the designated public transit provider in the Wichita area, and we serve over 2 million riders annually. We enthusiastically support this project to improve connectivity throughout this region and the access it provides our constituents.

We believe the Northern Flyer (aka Heartland Flyer Extension) Project is a project that supports the long-term national goals that have been established by the TIGER grant program. It is multi-jurisdictional, requiring the cooperation of the Kansas and Oklahoma state departments of transportation. **Development of passenger service in this corridor is also identified in the most current National Rail Plan released by the Federal Railroad Administration.**

By extending the Heartland Flyer north to connect with the Southwest Chief, the proposed passenger rail corridor stretching from Dallas, TX, to Newton, KS, would also connect the massive Great Lakes Megaregion with the economic and transportation centers along the I-35 Corridor Megaregion from Kansas City, MO, to San Antonio, TX. Through strengthened connections, a more prosperous economy will develop from Chicago to San Antonio.

By closing this 200 mile service gap, the Kansas Department of Transportation (KDOT), the Oklahoma Department of Transportation (ODOT), the City of Wichita, and the City of Oklahoma City have partnered to improve the region's manufacturing base, worker productivity, economic development, commerce, trade, reduce the cost of travel for commuters, and better connect the significant rural areas to the region's lifeblood, its metropolitan centers. By

**Transit Operations Center**

777 East Waterman • Wichita, Kansas 67202

T 316.265.1450 F 316.337.9287

www.wichita.gov

Mr. Ray LaHood  
June 3, 2013  
Page two

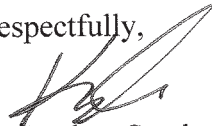
developing this project, Wichita has demonstrated a regional attitude, the vision to work in conjunction with two states and multiple cities in all of its efforts, and its unwavering commitment to an accelerated implementation.

Environmental Review and Preliminary Design are the required next steps in developing the corridor. Enthusiasm for the project has grown greatly and includes funding sources that have been secured through KDOT and ODOT to complete the environmental review phase of development. Wichita began this project as part of the Visioneering process that began in 2004. This year-long program included 16,000 citizens that generated a series of goals, strategies, and outcomes, one of which was the restoration of passenger rail to downtown Wichita.

The Northern Flyer Extension Project meets the TIGER goals for significant regional and national impact and will be successful for generations. Wichita Transit strongly recommends that you select the City of Wichita, Kansas, 2013 TIGER grant application for the Northern Flyer Project.

Thank you for your consideration.

Respectfully,



K. Stephen Spade  
Director

Wichita Transit / City of Wichita, Kansas

**City of Wichita**  
**City Council Meeting**  
June 25, 2013

**TO:** Mayor and City Council

**SUBJECT:** Janitorial and Floor Cleaning Services for Branch Libraries

**INITIATED BY:** Wichita Public Library

**AGENDA:** Consent

---

**Recommendation:** Approve the contract.

**Background:** Janitorial and floor cleaning services for the Lionel Alford, Maya Angelou Northeast, Evergreen, Ford Rockwell and Westlink branches are provided through a vendor contract. The current contract is not eligible for renewal and will expire on June 30, 2013.

**Analysis:** A Request for Proposal for janitorial and floor cleaning services was issued to 102 firms on April 10, 2013. Responders were provided the option to submit proposals for only janitorial or floor cleaning services or to provide proposals for both services. Nine janitorial and five floor cleaning responses were received. Proposals were evaluated by a Staff Screening Committee comprised of representatives from Finance, Purchasing, City Manager's Office, Law, Public Works & Utilities and the Library using criteria set forth in the Request for Proposal document. Four firms were interviewed for janitorial services. Three firms were interviewed for floor cleaning services.

Air Capital Building Maintenance Company is unanimously recommended by the Staff Screening Committee to provide both janitorial and floor cleaning services for the five branch libraries. The Committee's recommendation is based on the evaluation criteria of the vendor's adequacy of staffing and equipment, experience with similar work and references.

**Financial Considerations:** The annual cost for the contract is \$54,825 and will be paid from the Library operating budget.

**Legal Considerations:** The Law Department has reviewed and approved the contract as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the contract with Air Capital Building Maintenance Company and authorize the necessary signatures.

**Attachments:** Contract with Air Capital Building Maintenance Company for FP340019 – Janitorial Services and/or Floor Cleaning Services for Branch Libraries.

**CONTRACT  
for  
JANITORIAL SERVICES &/OR FLOOR CLEANING SERVICES  
FOR BRANCH LIBRARIES**

**BLANKET PURCHASE ORDER NUMBER BP340064**

**THIS CONTRACT** entered into this 25<sup>th</sup> day of June, 2013, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **AIR CAPITAL BUILDING MAINTENANCE COMPANY** (Vendor Code Number 802670-001), whose principal office is at 1999 N. Amidon, #130 Wichita, Kansas, 67203, Telephone Number (316) 838-3828, hereinafter called "**VENDOR**".

**WITNESSETH:**

**WHEREAS**, the **CITY** has solicited proposals for **Janitorial Services &/or Floor Cleaning Services for Branch Libraries** (Formal Proposal – FP340019) [Commodity Code Number 91039]; and

**WHEREAS**, **VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP340019 [Commodity Code Number 91039], which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP340019, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay to **VENDOR** the following **unit price** for **Janitorial Services &/or Floor Cleaning Services for Branch Libraries** for Formal Proposal – FP340019 [Commodity Code Number 91039], for the Wichita Public Library as shown below as compensation as per the proposal, plans, specifications, addenda and **VENDOR's** proposal of May 3, 2013 and as approved City Council on June 25, 2013.

### Janitorial Services

Branch	Monthly		Annual Pricing
Alford, 3447 S Meridian	\$1,390.00	12.00	\$16,680.00
Angelou, 3051 E 21st St	\$310.00	12.00	\$3,720.00
Evergreen, 2601 N Arkansas	\$645.00	12.00	\$7,740.00
Evergreen, Common	\$0.00	12.00	\$0.00
Rockwell, 5939 E 9th St	\$600.00	12.00	\$7,200.00
Westlink, 8515 Bekemeyer	\$645.00	12.00	\$7,740.00
<b>Total</b>			<b>\$43,080.00</b>

**Carpet cleaning price per square foot: \$0.10**

Branch	Sqft carpet			Annual Pricing
Alford, 3447 S Meridian	16,000	0.10	2.00	\$3,200.00
Angelou, 3051 E 21st St	3,260	0.10	2.00	\$652.00
Evergreen, 2601 N Arkansas	8,220	0.10	2.00	\$1,644.00
Rockwell, 5939 E 9th St	7,200	0.10	2.00	\$1,440.00
Westlink, 8515 Bekemeyer	8,670	0.10	2.00	\$1,734.00
<b>Total</b>				<b>\$8,670.00</b>

**Strip and wax price per square foot: \$0.18**

Branch	Sqft carpet			Annual Pricing
Alford, 3447 S Meridian	1,700	0.18	2	\$612.00
Angelou, 3051 E 21st St	750	0.18	2	\$270.00
Evergreen, 2601 N Arkansas	1,000	0.18	2	\$360.00
Rockwell, 5939 E 9th St	1,140	0.18	2	\$410.40
Westlink, 8515 Bekemeyer	1,000	0.18	2	\$360.00
<b>Total</b>				<b>\$2,012.40</b>

**Grand Total**

**\$10,682.40**

**OPTION 1: Other Requirements as requested:**

Clean the Classroom at Evergreen Branch Library - **\$88.50 per month**

**3. Term.** The term of this contract shall be effective from **July 1, 2013 through June 30, 2014**, with options to renew the contract under the same terms and conditions for four (4) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

**4. VENDOR** shall furnish the **CITY** within ten (10) days of contract execution with a good and sufficient Business Service Bond (Janitorial Honesty Bond) in the amount of **ten thousand dollars (\$10,000.00)** conditioned upon provision of janitorial service without claim arising from misappropriation, theft or fraud relating to City property.

**5. Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
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Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
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Or

Bodily Injury and Property Damage	\$500,000 each occurrence
Liability (Combined Single Limit)	\$500,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage	
Liability (Combined Single Limit)	\$500,000 each accident

3.	<u>Workers' Compensation</u>	<u>Statutory</u>
	Employers Liability	\$100,000 Each Accident \$500,000 Aggregate \$100,000 Occupational Disease

**6. Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

**7. Compliance with Laws.** **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

**8. No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

**9. Non-Discrimination.** **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment/Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

**10. Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a



party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

**11. No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

**12. Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

**13. Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

**IN WITNESS WHEREOF**, the parties have set their hands the day and year first above written.

**ATTEST:**

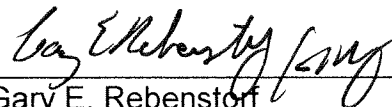
**CITY OF WICHITA, KANSAS**

\_\_\_\_\_  
Janis Edwards  
Deputy City Clerk


\_\_\_\_\_  
Melinda A. Walker  
Purchasing Manager


**APPROVED AS TO FORM:**

**AIR CAPITAL BUILDING  
MAINTENANCE COMPANY**

  
\_\_\_\_\_  
Gary E. Rebenstorff  
Director of Law

CITY OF WICHITA, KANSAS

  
\_\_\_\_\_  
Signature  
Scot Wilken  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Title (Owner or Sole Proprietor)

\_\_\_\_\_  
Carl G. Brewer  
Mayor

## EXHIBIT A

### REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**CITY OF WICHITA**  
**City Council Meeting**  
June 25, 2013

**TO:** Mayor and City Council

**SUBJECT:** Completion of the William Street Parking Condominium (District I)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the deeds.

**Background:** The publically owned parking structure at 121 South Emporia has 650 parking spaces on six levels. It also has approximately 6,250 square feet of office space located on the first level as well as approximately 4,200 square feet of storage space. Approximately 475 parking spaces are utilized by occupants of the Finney State Office Building at 130 South Market with the remaining spaces available to the public. On July 30, 2003, the City Council approved the Declaration of Condominium of William Street Condominium. This agreement allowed the structure to be divided into four ownership units – the public parking, the State parking, an office unit and storage. At the time of approval, a deed for the State parking unit was approved and that unit was deeded to the Public Building Commission.

**Analysis:** The parking structure has historically been used for public or governmental uses and has been exempt from real property taxation. The office space had been occupied by a public agency but has recently become vacant. If it were to be leased to a non-governmental tenant, it and any associated property will be subject to real property taxation. As the deeds to condominiumize the office space, public parking and storage have not been approved, this would impact all three areas. In preparation for marketing the office space and to avoid tax liability, the conditions of the condominium agreement should be completed.

**Financial Considerations:** There is no direct financial impact to the City. The creation of the condominium units will allow the City more flexibility in marketing and operating the various units.

**Legal Considerations:** The Law Department has approved the deeds as to form.

**Recommendation/Action:** It is recommended that the City Council 1) approve the deeds; and 2) authorize the necessary signatures.

**Attachments:** Warranty deeds

## **WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of June, 2013 between the City of Wichita, Kansas, a municipal corporation, party of the first part, and the City of Wichita, Kansas, a municipal corporation, party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum or ONE DOLLAR (\$1.00) and other good and valuable consideration to it duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant and convey to the said party of the second part, its successors and assigns, all of the following described real estate situated in Sedgwick County, Kansas, to-wit:

See Exhibit "A" attached hereto,

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part hereby covenants and agrees that at the delivery hereof it is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances and that it will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its successor and assigns, forever, against all persons lawfully claiming the same.

IN WITNESS WHEREOF, the said party of the first part has executed this deed and affixed its corporate seal on the day and yare first above written.

**THE CITY OF WICHITA, KANSAS**

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

State of KANSAS                     )  
County of SEDGWICK            )ss:

BE IT REMEMBERED, that on this \_\_\_ day of June, 2013, before me, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, Mayor, and Karen Sublett, City Clerk of the City of Wichita, Kansas to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said City.

\_\_\_\_\_  
*Notary Public*

*My Commission Expires:*\_\_\_\_\_

EXHIBIT "A"

Retail Unit, William Street Parking Condominium, including a 3% interest in the common areas and facilities, as established by the Declaration of Condominium of William Street Parking Condominium recorded in the Office of the Sedgwick County Register of Deeds on July 30, 2003, on Film 2747, Page 1153, and located on the following described land:

Lots 1, 3, 5, 7, 9, and 11, on Topeka Avenue, N.A. English's Addition to the City of Wichita, Sedgwick County, Kansas,

Lots 2, 4, 6, 8, 10 and 12, on Emporia Avenue, N.A. English's Addition to the City of Wichita, Sedgwick County, Kansas, and

That portion of vacated alley right of way described as:

The North-South 20 foot alley right-of-way between Topeka Avenue and Emporia Avenue from the north line of William Street to the south line of the east-west alley right-of-way south of Douglas abutting odd numbered Lots 1 through 11, inclusive, on the west and even numbered Lots 2 through 12, inclusive, on the east in N.A. English's Addition, Wichita, Sedgwick County, Kansas



City of Wichita  
City Council Meeting  
June 25, 2013

**TO:** Mayor and City Council

**SUBJECT:** Plumbing Repair Service-Selection of Contractor

**INITIATED BY:** Department of Finance

**AGENDA:** Consent

---

**Recommendation:** Approve contract.

**Background:** Various City departments require residential and commercial plumbing repair services. To obtain the most qualified plumbing repair service at a cost that would be most beneficial to the City, a Request for Proposal was sent to forty (40) contractors and three (3) responded.

**Analysis:** A selection committee comprised of members of Public Works & Utilities, Housing and Community Services, Finance, and Law Departments reviewed the proposals and interviewed two (2) contractors. Based on the evaluation criteria of qualifications, experience, references, and costs, The Waldinger Corporation was the selected contractor.

**Financial Considerations:** The contract will not obligate the City to any specific purchases or volume of purchases on plumbing repair services; it only provides departments with the ability to obtain plumbing repair services from the most qualified, cost-effective contractor. The cost of plumbing services under the proposed contract is \$75 per hour. This represents a \$10 per hour increase over the most recent contract which was effective in 2010.

**Legal Considerations:** The contract has been approved as to form by the Law Department. The contract will be for one year, with an annual renewal option for an additional two years.

**Recommendations/Actions:** It is recommended that the City Council approve the selection of The Waldinger Corporation for the plumbing repair services and authorize the necessary signatures.

**Attachments:** Contract for Plumbing Repair Services

**CONTRACT  
for  
PLUMBING REPAIR SERVICES**

**BLANKET PURCHASE ORDER NUMBER BP340068**

**THIS CONTRACT** entered into this 25th day of June, 2013 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **THE WALDINGER CORPORATION** (Vendor Code Number 804626-002), whose principal office is at 1630 S. Baehr, Wichita, Kansas, 67209, Telephone Number (316) 942-7722, hereinafter called "**VENDOR**".

**WITNESSETH:**

**WHEREAS**, the **CITY** has solicited proposals for **Plumbing Repair Services** (Formal Proposal – FP340016) [Commodity Code Number 91060]; and

**WHEREAS**, **VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP340016, [Commodity Code Number 91060] which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP340016 shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay to **VENDOR** the following **unit prices** for Plumbing Repair Services for the Formal Proposal – FP340016 [Commodity Code Number 91060], for Various Departments, Boards and Agencies as shown below as compensation as per the proposal, plans, specifications, addenda and **VENDOR's** proposal of April 11, 2013, and as approved by the City Council on June 25, 2013. **CITY** agrees to pay to **VENDOR**, License #9248/1591, the hourly labor rate of seventy-five dollars (\$75.00) per man per hour while on the job site and a thirty percent (30%) markup above cost on parts for commercial and residential plumbing services during normal business hours, 8:00 a. m. – 5:00 p.m., Monday through Friday. Heavy equipment rental rates are listed below.

<u>Equipment</u>	<u>Cost Per Hour</u>	<u>Cost Per Day</u>
Backhoe – 420D	\$45.00	\$360.00
Backhoe – 303 Excavator	\$40.00	\$320.00
18" Walk-behind concrete saw	\$12.50	\$100.00
14" Hand-held concrete saw	\$10.00	\$80.00
90# Jack hammer with air compressor	\$20.00	\$160.00
60# Jack hammer (self-contained)	\$12.50	\$100.00
2" Gas-powered trash pump	\$5.00	\$40.00
20' Scissor lift	\$20.00	\$160.00
20' All-terrain scissor lift	\$32.00	\$256.00
Dump truck with operator	\$85.00	\$680.00

This hourly rate to include any and all incidental costs such as; per diem, portal to portal and the like. The City of Wichita will pay a standard hourly rate for service calls between 8:00 a. m. and 5:00 p. m., Monday through Friday. The City will pay one and one-half (1½) times the standard hourly rate for service calls after 5:00 p. m. and all day Saturday, Sunday and holidays. The hourly rate will be paid for only the time at the job site (one hour guarantee minimum), no travel time will be paid.

The minimum charge for the service call per location will be the standard hourly labor rate during regular hours and one and one-half (1½) times that rate for the service call after 5:00 p. m., all day Saturday, Sunday and holidays. Service call must include charges such as fuel, trip, mobilization, personal vehicle, service truck and mileage charges.

The contractor shall make such repairs as deemed necessary by the City Departments, Boards and Agencies and the Wichita Housing Authority. Such service will be rendered. Contractor must supply twenty-four (24) hour emergency service, seven (7) days a week including holidays, when needed. The contractor shall remove and dispose of all salvage material (except copper pipe, which is to be returned to the Wichita Housing Authority).

The contractor shall respond to a service request on the same day, if the request is received by 10:00 a.m. or on the next day if service request is received after 10:00 a.m.

Contractor to supply a detailed invoice stating type of work performed for each plumbing repair. Invoices to contain the address where the work was done, the name of the person who authorized the work, number of hours times the contract hourly rate, and a detail of the material used showing quantities of each item, part number, brand name, description and unit cost of each item, date work performed and signed by the City representative at the job site.

**CONTRACTOR** further agrees that at all times during the prosecution of said improvement **The Waldinger Corporation** will maintain the proper safeguards,

barricades and lights on the work and every portion thereof to insure the highest degree of safety to the public, and that **The Waldinger Corporation** will hold the City of Wichita harmless in all suits for damages brought against either of the parties to this contract on account of the negligent acts, omissions or default of said **CONTRACTOR**, their agents or servants in the prosecution of the work on said improvement.

After any and all work herein specified has been completed, the Contractor shall guarantee their work to be free from defects for a period of one year. Such defects shall apply to faulty materials and workmanship. In the event of the development of said defects, the Contractors shall remedy the failure at their expense within a reasonable time after the notice. All plumbing equipment shall be guaranteed by the manufacturer's warranty.

3. **Term.** The term of this contract shall be effective from **July 1, 2013 through June 30, 2014**, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

4. **Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **VENDOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, (Environmental) and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
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3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 each accident
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5. **Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws.** **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination.** **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment/Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents the he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

\_\_\_\_\_  
Karen Sublett  
City Clerk

\_\_\_\_\_  
Carl Brewer  
Mayor

APPROVED AS TO FORM:

THE WALDINGER CORPORATION

by E. Rebenstorf / am  
\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law

[Signature]  
\_\_\_\_\_  
Signature

~~Service Manager~~ Chris Bieber  
\_\_\_\_\_  
Print Name

SERVICE MANAGER.  
\_\_\_\_\_  
Title (President or Corporate Secretary)

## **EXHIBIT A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
  5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall



be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita  
City Council Meeting  
June 25, 2013

**TO:** Mayor and City Council

**SUBJECT:** HOME Program Funding for Program Administration

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

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**Recommendation:** Approve funding for HOME Program administration.

**Background:** On May 1, 2012, the City Council approved final allocations under the 2012-2013 fourth program year action plan funding process, which included a total of \$122,345 for HOME Investment Partnerships Program (HOME Program) administration costs. HOME funds are provided by the U.S. Department of Housing and Urban Development (HUD).

**Analysis:** The HOME Program is operated without financial assistance from the City's General Fund. Federal regulations allow a maximum of 10% of the annual allocation and 10% of program income, to be designated for program administration. Historically, the HOME Program has had to access program administration funds from program income, to cover all costs. Program income is received from loan repayments from homebuyers who utilize the HOME Program for down payment and closing costs and repayments from Community Housing Development Organizations (CHDOs) that receive housing development subsidy loans.

**Financial Considerations:** Program administration includes staff salaries/benefits for 1.55 full time equivalent positions, the City's indirect administration charges, information technology, building rent and office supplies. Administrative costs for 2012-2013 are estimated to be \$145,000. The City's HOME funding allocation was reduced for 2012-2013 and 10% of the reduced amount is \$122,528. Additional funding in the amount of \$11,723.36 is available for HOME Program administration from 2012. The recommended transfer will supplement the annual allocation to cover anticipated expenses. Unspent funding for HOME Program administration may be carried forward into future years in which funding for administration could be reduced, or program income receipts decline.

**Legal Considerations:** The Law Department has reviewed the HOME Regulation at 24 C.F.R. 92.207, and concurs that it allows allocation to administrative costs of up to 10% of the program income to administrative costs.

**Recommendations/Actions:** It is recommended that the City Council approve funding for HOME Program administration.

**Attachments:** None.

City of Wichita  
City Council Meeting  
June 25, 2013

**TO:** Mayor and City Council

**SUBJECT:** HOME Program Funding Agreement Amendment; Mennonite Housing (Districts I, III, IV, V, and VI)

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

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**Recommendation:** Approve the amendment to the funding agreement providing for extension of the project completion period.

**Background:** On June 7, 2011, the City Council approved a HOME Program Community Housing Development Organization (CHDO) funding agreement with Mennonite Housing Rehabilitation Services, Inc. (MHRS) in the amount of \$176,144.22, in order to construct five new homes within any of the City's six Local Investment Areas. Upon completion of construction the homes are to be sold to income-eligible, owner-occupant home buyers, with down payment and closing costs assistance loans to be provided through the City's HOMEownership 80 Program.

**Analysis:** MHRS has completed construction and sale of four homes under the funding agreement. Extension of the agreement is requested to allow additional time for construction and sale of the final home to be developed under this agreement.

**Financial Considerations:** The amendment to the funding agreement does not include any additional funding. HOME funding is provided in order to subsidize expenses involved in construction of the final home, as well as developer fees. The individual or family purchasing the home will receive a loan for down payment and closing costs assistance through the City's HOMEownership 80 Program.

**Legal Considerations:** The amendment to the funding agreement has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the amendment to the funding agreement providing for extension of the project completion period, and authorize the necessary signatures.

**Attachments:** Funding agreement amendment.

**AMENDMENT TO GRANT AGREEMENT**

Between

**THE CITY OF WICHITA  
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

**A  
PARTICIPATING JURISDICTION**

And

**Mennonite Housing Rehabilitation Services, Inc.**

HOME Investment Partnerships Program

2011 CHDO Set-Aside Funding  
2008 Re-allocated CHDO Set-Aside Funding

City of Wichita  
Housing and Community Services Department  
332 N. Riverview  
Wichita, KS 67203  
Phone (316) 462-3700  
Fax (316) 462-3719

This contract amendment is entered into June 25, 2013 and dated to be effective June 25, 2013, between the City of Wichita (hereinafter referred to as the CITY) and Mennonite Housing Rehabilitation Services, Inc. (MHRS, a Community Housing Development Organization, hereinafter referred to as the "Developer").

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Grant Agreement dated July 1, 2011, and effective the date executed by the Mayor of the City of Wichita, July 26, 2011, in the amount of \$176,144.22, in which the Developer agreed to undertake an affordable housing program involving the acquisition of property and construction of single-family homes.

NOW, THEREFORE, the above named parties, in order to fulfill the original intent of the grant agreement dated to be effective July 26, 2011, and executed July 26, 2011, and the intent of this amendment, entered into June 25, 2013 and dated to be effective June 25, 2013, hereby agree, covenant, and contract with each other that, effective June 25, 2013, the terms of the amended agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendments, modifications, and changes indicated below:

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by December 31, 2013, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of the final unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

**PERFORMANCE CRITERIA  
AND  
CONTRACT OBJECTIVES**

**III. Administration**

The MHRS President/C.E.O. will supervise operations and administration on a day-to-day basis. The MHRS Board of Directors is ultimately responsible for program administration.

The MHRS President/C.E.O. will supervise operations and administration on a day-to-day basis. The MHRS Board of Directors is ultimately responsible for program administration.

- A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available to MHRS for this project will be \$176,144.22, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.
  
- B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of \$176,144.22 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with each completed project. The developer fee will be pre-determined at the onset of the construction of each home, and will be paid upon the closing of the sale of each individual home. Proceeds from the sale of homes, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of development subsidy loans provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of completed homes. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement, and can be provided in the form of entitlement funding or program income. Extended grant authority may not exceed the amount of repayments generated by the sale of completed homes. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee.)

	\$176,144.22
<b>TOTAL</b>	<b>\$176,144.22</b>

**Mennonite Housing Rehabilitation Services, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Date

**CITY OF WICHITA**

By \_\_\_\_\_

Carl Brewer, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney  
and Director of Law of the  
City of Wichita

\_\_\_\_\_  
Date

City of Wichita  
City Council Meeting  
June 25, 2013

**TO:** Mayor and City Council

**SUBJECT:** HOME Program - Housing Development Loan Program Funding (District VI)

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

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**Recommendation:** Approve the Housing Development Loan Program funding allocation.

**Background:** On June 7, 2011, the City Council approved final allocations under the 2011-2012 third program year action plan funding process, which included a total of \$247,706 in HOME Investment Partnerships Program (HOME) funding for the Housing Development Loan Program (HDLP). The HDLP is designed to provide subsidies for infill housing projects, to support the development of real estate that is idle or underutilized, and to provide needed housing for underserved populations. Funding may be provided to non-profit or for-profit organizations. The loan structure is dependent upon the type of project to be financed. The program funding must be utilized within the boundaries of the City's Redevelopment Incentives Area (RIA), Neighborhood Revitalization Area (NRA) or Local Investment Areas (LIA), as described within the Neighborhood Revitalization Plan adopted by the City Council. Requests for funding under the program are received on an open application basis. The Housing and Community Services Department established \$160,000 as the maximum funding amount available to any one applicant, per application.

**Analysis:** HOME funds have been essential for the development of housing that is affordable for income-eligible owner-occupant buyers in the City's targeted areas because the lower predominant values in existing neighborhoods make it difficult to fully recover the costs of construction from the sales price. HOME funds are made available for construction of single-family homes in the form of a development subsidy to offset acquisition, construction and site improvement expenses, as well as selling expenses and developer fees. The current maximum selling price for HOME-funded homes is \$95,550 however lower values in existing neighborhoods in the City's targeted areas often results in homes being sold for less than the cost of construction.

All homes constructed with HOME funding through the HDLP must be sold to owner-occupant, income-eligible home buyers who will receive down payment/closing costs assistance loans through the City's HOMEownership 80 Program.

Wichita Habitat for Humanity, Inc. (Habitat), a non-profit organization, has submitted a HDLP application to finance construction of six homes in a new development located near 27<sup>th</sup> Street North and Fairview, within the City's North Central Local Investment Area. Habitat's construction program is a national model which utilizes volunteers and in some cases, donated materials.

**Financial Considerations:** HOME funding for the proposed six-home project will be \$90,000, and will be provided in the form of a zero-interest, forgivable development subsidy loan for each individual project. HOME funding will be used to cover some of the subcontracting expenses involved in home construction, such as excavation, foundation construction, and mechanical items, as well as developer fees. Habitat's program includes a mortgage carry-back for program participants, for a period of 20 years



with no interest. Program participants will receive down payment and closing costs assistance loans through the City's HOMEownership 80 Program.

**Legal Considerations:** The Law Department has reviewed and approved the funding agreement as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the Housing Development Loan Program funding allocation and authorize the necessary signatures.

**Attachments:** Funding agreement.

GRANT AGREEMENT  
Between  
**THE CITY OF WICHITA**  
**HOUSING AND COMMUNITY SERVICES DEPARTMENT**  
A  
PARTICIPATING JURISDICTION  
And

**Wichita Habitat for Humanity, Inc.,**  
**A Non-Profit Housing Developer**

HOME Investment Partnerships  
Program

2011 Housing Development Loan Program Funding

Housing and Community Services Department  
City of Wichita  
332 N. Riverview  
Wichita, Kansas 67203  
Phone (316) 462-3700  
Fax (316) 462-3719

No. \_\_\_\_\_

## **AGREEMENT**

THIS CONTRACT, dated to be effective June 25, 2013, by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Wichita Habitat for Humanity, Inc. (Wichita Habitat, hereinafter referred to as the "Developer"), a non-profit housing developer.

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by December 31, 2014, with all expenses

incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of the final unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

### SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developer shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Developer shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Developer, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Developer shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Developer or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

### SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Developer will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Developer has fifteen or more employees, the Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer's office.

#### SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

##### B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or

redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

**SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS.** Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,  
contracting or subcontracting, promotion, demotion,  
transfer, layoff, termination, rates of pay or other  
forms of compensation, and selection for training  
including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

## SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is \$2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

c) **The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act.** Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

## SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.



## SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed \$90,000.00 as referenced in Exhibit B. Contract payments above \$90,000.00 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 29, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement.

## SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than \$10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the Developer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

**SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.**

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

**SECTION 17. ARCHITECTURAL BARRIERS.** Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under

the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/developer must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developer shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

**SECTION 18. ANTI-TRUST LITIGATION.** For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

**SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES.** During the administration of this contract, the Developer shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

(a) Developer is required to relate financial data to performance data and develop unit cost information whenever practical.

(b) Developer's financial management systems shall provide for the following:

(1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting system. The Developer may develop such accrual data for reports on the basis of an analysis of the documentation on hand.

- (2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
  - (3) Effective control over and accountability for all funds, property and other assets. The Developer shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
  - (4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.
  - (5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."
  - (6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.
  - (7) Accounting records including cost accounting records that are supported by source documentation.
- (c) Where the City guarantees or insures the repayment of money borrowed by the Developer, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.
  - (d) The City may require adequate fidelity bond coverage where the Developer lacks sufficient coverage to protect the City's interest.
  - (e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

SECTION 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits

discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

**SECTION 26. AFFORDABILITY.** Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period. The City will file a mortgage on each property upon purchase for redevelopment, and will hold said mortgage until such time as the property is re-sold to an owner-occupant homebuyer receiving a down payment and closing costs assistance loan through the City's HOMEownership 80 Program. The City will hold the long-term deed restriction placed on the property following the sale of the home as described within this paragraph.

**SECTION 27. DISBURSEMENT OF HOME FUNDS.** The Developer may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing and Community Services Department, payments to the Developer will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developer must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

**SECTION 28. PROPERTY AND HOUSING STANDARDS.** Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed single-family housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials, (24 CFR 92.251) or achieve Energy

Star standards, with a maximum HERS score of 85, as evidenced by a qualifying Energy Star certificate.

SECTION 29. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 30. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment  
Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

**Wichita Habitat for Humanity, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Wichita Habitat Officer

\_\_\_\_\_  
Date

**CITY OF WICHITA, KANSAS  
at the Direction of the City Council**

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney  
and Director of Law of the  
City of Wichita

\_\_\_\_\_  
Date



**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
- D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

## **Exhibit B**

### **PERFORMANCE CRITERIA AND CONTRACT OBJECTIVES**

It is mutually agreed and understood by the City of Wichita and Wichita Habitat for Humanity, Inc., hereinafter referred to as the "City" and "Developer" (or WICHITA HABITAT) respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the \$90,000.00 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition of existing vacant lots or vacant lots located within the boundaries of any of the City's six Local Investment Areas or Neighborhood Revitalization Area, or Redevelopment Incentives Area. Existing structures acquired for redevelopment must be vacant and unoccupied for a period of at least 90 days, and must be demolished with a new single-family home to be constructed on each site. Vacant lots must also be re-developed with a new single family home on each site. Under this agreement, single-family homes may be developed on sites owned by the developer within the targeted areas. A minimum of six and a maximum of eleven new single-family homes are to be constructed/developed and sold to owner-occupant homebuyers.

Housing constructed under this agreement must be re-sold to HOME-compliant owner-occupant buyers, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developer represents and agrees that its purchase of the properties and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

The Developer represents and agrees that it will remain the owner of the properties until it reaches agreement with a prospective buyer(s) of the properties and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

#### **I. Project Requirements**

- A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

**24 CFR 92.250**, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

**24 CFR 92.251**, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code, or achieve Energy Star Status, as evidenced by a qualifying certificate. Housing must be inspected upon completion and throughout construction to verify compliance.

**24 CFR 92.254(a)(2)(iii)**, Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

- B. Prior to executing any contracts for sale of the assisted properties the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

## II. Program Content

- A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of 0% loans to complete projects as approved on a case-by-case basis by the Department of Housing and Community Services.

Developer shall obtain construction loans or secure other sources of funding in order to leverage HOME funds construction investment, in an amount equivalent to 50% or more of the appraised value of the home to be constructed.

## III. Administration

The Wichita Habitat President/C.E.O. will supervise operations and administration on a day-to-day basis. The Wichita Habitat Board of Directors is ultimately responsible for program administration.

- A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available to Wichita Habitat for this project will be \$90,000.00,

in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.

- B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of \$90,000.00 for the program described in this contract. A developer fee in an amount not to exceed 10% of the total development cost will be paid to the Developer in connection with each completed project. The developer fee will be pre-determined at the onset of the construction of each home, and will be paid upon the closing of the sale of each individual home. Proceeds from the sale of homes, less applicable eligible costs will be returned to the City, in the form of a payoff of development subsidy loans provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of completed homes. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement, and can be provided in the form of entitlement funding or program income. Extended grant authority may not exceed the amount of repayments generated by the sale of completed homes. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, Developer Fee not exceeding 10%)

\$90,000.00

TOTAL

\$90,000.00

- C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.
1. The City and the Developer also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$10,000, other than those within the scope of this agreement must be approved by the City Council.
  2. The Developer will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.

3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

D. Records and Reports

1. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
2. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2013, an annual report of the HOME funded portion of the program.** It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

3. Additionally, a narrative or other description of progress may be provided.
4. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

IV. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

- A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply

with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.

- B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.
- C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.
- D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.
- E. Provide evidence that ownership interest in the property vests in Wichita Habitat for Humanity, Inc. (Copy of Deed, and/or Title Insurance Binder/Policy)
- F. The Developer will notify the City of any properties it contracts to purchase, or intends to develop with funding provided under this agreement, in order for the City to complete the environmental reviews required under **24 CFR 92.352**, prior to closing of the purchase. Developer agrees to comply with all requirements imposed on a particular project/site as a result of the environmental review process.
- G. The Developer will obtain any and all permits required by the City prior to undertaking construction.
- H. The Developer will provide construction financing, and/or obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 50% of the appraised value of the home to be developed/constructed on each project site.
- I. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.
- J. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.



- K. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with Wichita/Sedgwick County Department of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the Wichita/Sedgwick County Department of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.
- L. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services Department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.

V. Other Program Requirements

- A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for this project. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:
  - 1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
  - 2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.
  - 3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.

4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
  5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.
  6. Develop and/or maintain a marketing/outreach program to create awareness of the affordable housing opportunity among income-eligible populations.
- B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.
- The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.
- C. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.
- D. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.
- E. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.
- F. Developer shall apply for City incentives, as available, for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

## VI. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in monthly progress reports.

**BUDGET**

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, Developer Fee not exceeding 10%.)

\$90,000.00

TOTAL

\$90,000.00

**City of Wichita  
City Council Meeting  
June 25, 2013**

**TO:** Mayor and City Council

**SUBJECT:** Payment for Settlement of Claim

**INITIATED BY:** Law Department

**AGENDA:** Consent

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**Recommendation:** Authorize payment of \$300,000 as a full settlement for all claims arising out of an incident occurring on February 12, 2012, and adopt the resolution.

**Background:** This civil lawsuit asserts claims arising from a traffic accident involving a Wichita Police Department Officer. Claimant asserts claims for wrongful death, medical expenses, funeral expenses and pain and suffering.

**Analysis:** The claimant has agreed to accept a lump sum payment of \$300,000 as full settlement of all her claims against the City of Wichita and its employee. Because of the uncertainty and risk of an adverse judgment at trial, the Law Department recommends the settlement. The settlement of this claim does not constitute an admission of liability on the part of the City or the employee; rather, it is merely a settlement to resolve a disputed claim.

**Financial Considerations:** Funding for this settlement payment is available from the City's Self Insurance Fund. Finance is directed to make any budget adjustments required and to issue any general obligation bonds, as necessary, to provide for payment of the approved settlement.

**Legal Considerations:** The Law Department recommends settlement of this claim for the amount of \$300,000. A bonding resolution has been prepared by Bond Counsel and has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council authorize payment of \$300,000 as full settlement of all possible claims arising out of the events which are the subject of this claim and adopt the resolution.

**Attachments:** Resolution

**RESOLUTION NO. 13-112**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL  
OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO  
FUND A CIVIL LITIGATION SETTLEMENT.**

**WHEREAS**, K.S.A. 75-6113 (the "Act") provides that payment of any judgments, compromises or settlements for which a municipality is liable pursuant to K.S.A. 75-6101 *et seq.*, and amendments thereto, may be made from any funds or moneys of the municipality which lawfully may be utilized for such purpose or if the municipality is authorized by law to levy taxes upon property such payment may be made from moneys received from the issuance of no-fund warrants, temporary notes or general obligation bonds, provided that warrants or temporary notes issued shall mature serially at such yearly dates as to be payable by not more than 10 tax levies and any bonds shall be issued in accordance with the provisions of the general bond law and shall be in addition to and not subject to any bonded debt limitation prescribed by any other law of the state of Kansas; and

**WHEREAS**, the City of Wichita, Kansas (the "City"), is a municipality within the meaning of the Act; and

**WHEREAS**, the governing body of the City has heretofore approved a certain Settlement Agreement relating to an action currently pending in the 18<sup>th</sup> Judicial District relating to an incident occurring on February 12, 2012, involving a Wichita Police Department officer, under which Settlement Agreement the City is liable pursuant to K.S.A. 75-6101 *et seq.* to pay a settlement in the amount of \$300,000 and related expenses (the "Settlement"); and

**WHEREAS**, the governing body of the City hereby finds and determines it to be necessary to authorize the issuance of general obligation bonds of the City to finance the Settlement and related costs.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**SECTION 1. Financing.** The City is hereby authorized to issue general obligation bonds (the "Bonds") pursuant to the authority of the Act in an amount necessary to pay the costs of the Settlement, plus interest on interim financing and associated financing costs. Bonds may be issued to reimburse Settlement expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

**SECTION 2. Effective Date.** This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the City Council of the City of Wichita, Kansas, on June 25, 2013.

(SEAL)

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Gary E. Rebenstorf, Director of Law

**Second Reading Ordinances for June 25, 2013 (first read on June 18, 2013)**

**A. Public Hearing and Issuance of Industrial Revenue Bonds, Bombardier Learjet. (Districts IV and V)**

**ORDINANCE NO. 49- 520**

An ordinance authorizing the City of Wichita, Kansas, to issue its taxable industrial revenue bonds in the original aggregate principal amount not to exceed \$1,573,912.57 for the purpose of providing funds to finance the installation of improvements to certain existing aviation manufacturing and flight testing facilities as well as to finance the acquisition of certain machinery and equipment for such facilities located in the city of Wichita, Kansas; prescribing the form and authorizing execution of a Twenty-third Supplemental Trust Indenture by and between the city and the Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri (the "trustee"), as trustee with respect to the bonds; prescribing the form and authorizing the execution of a Twenty-Third Supplemental Lease by and between Learjet Inc. and the city approving the form of a guaranty agreement; and authorizing the execution of bond purchase agreement by and between the City and Learjet inc., as purchaser of the bonds.

**B. Designation of WSU Special Tax Levy to Payment of Sedgwick County Public Building Commission Bonds.**

**ORDINANCE NO. 49-521**

An ordinance designating the use of a portion of the special ad valorem tax levy made pursuant to the authority of K.S.A. 76-3a07 and Charter Ordinance No. 8 of the City of Wichita, Kansas, and authorized and permitted by K.S.A. 12-1757 et seq., as amended and supplemented by Charter Ordinance Nos. 107, 149 and 162 of the City.

**C. Ordinance amending Section 5.88.010 relating to the Unlawful Possession of Weapons.**

**ORDINANCE NO. 49-522**

An ordinance amending Section 5.88.010 of the Code of the City of Wichita, Kansas, pertaining to weapons and repealing the original of said Section.

**D. Ordinance amending Section 5.88.020 relating to the Discharge of a Firearm.**

**ORDINANCE NO.49-523**

An ordinance amending Section 5.88.020 of the Code of the City of Wichita, Kansas, pertaining to unlawful discharge of a firearm, air rifles, pellet guns and BB guns and repealing the original of said Section.



**E. Amendments Regarding Sentencing of Domestic Violence Offenders.**

ORDINANCE NO 49-526

An ordinance amending Sections 1.06.010 and 1.06.060 of the Code of the City of Wichita, Kansas, pertaining to domestic violence offenses and repealing the original of said sections.

CHARTER ORDINANCE NO 220

An ordinance amending Section 1 of Charter Ordinance No. 164, amending Section 1 of Charter Ordinance 218, amending Section 1 of Charter Ordinance No 202, relating to Municipal Court procedures, and repealing the original of Section 1 of Charter Ordinance No. 164, repealing Charter Ordinance 218 in its entirety, repealing Sections 1, 4, 5, 6, and 7 of Charter Ordinance No. 168, and repealing Sections 1, 3, 4, 5, and 6 of Charter Ordinance No. 202

**F. Creation of Chapter 18.14 of the Code of the City of Wichita, relating to parking lot striping standards and enforcement.**

ORDINANCE NO. 49-524

An ordinance creating Chapter 18.14 of the Code of the City of Wichita, Kansas, pertaining to parking lot striping standards and enforcement.

**G. SUB2013-00042 Plat of Presbyterian Manor Addition located on the northwest corner of 13<sup>th</sup> Street North and Zoo Boulevard.**

ORDINANCE NO. 49-525

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

City of Wichita  
City Council Meeting  
June 25, 2013

**TO:** Mayor and City Council

**SUBJECT:** VAC2013-00004 - Request to vacate a portion of platted access control; generally located south of 13th Street North, on the west side of Maize Road, south of Maize Court (District V)

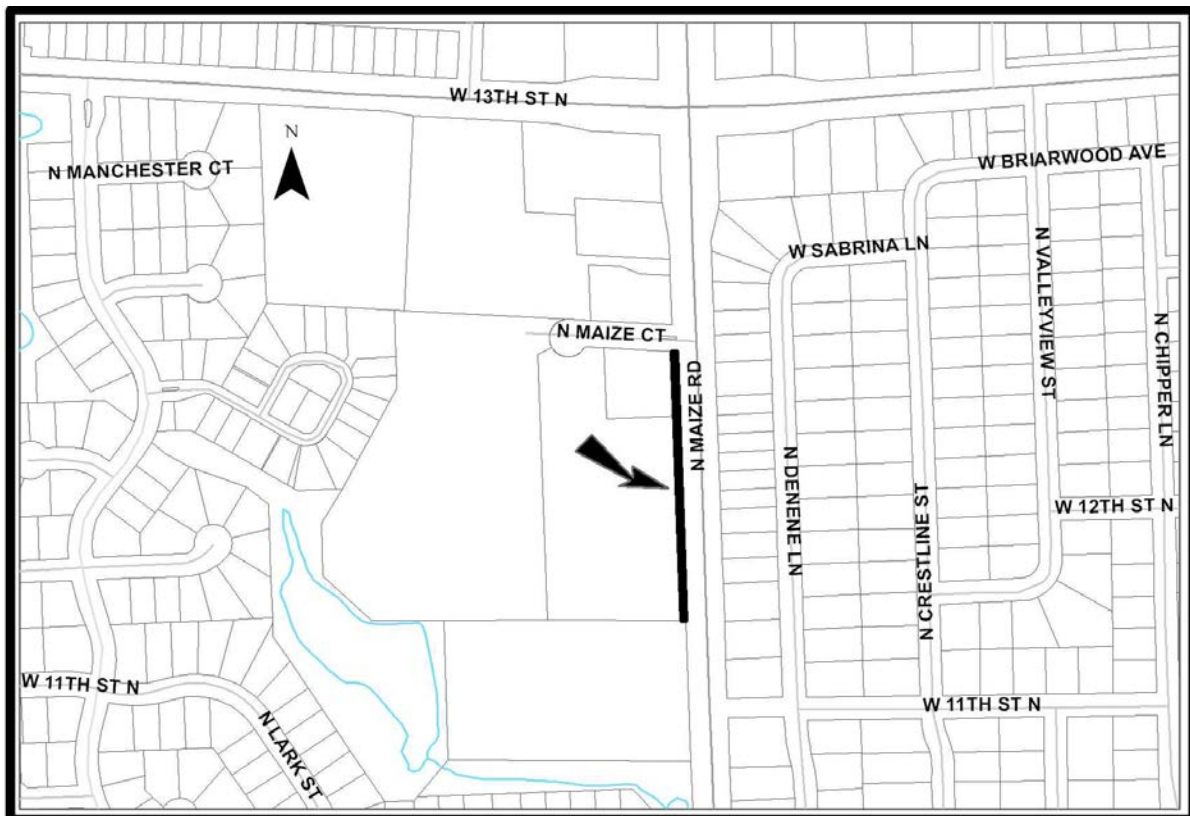
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request (11-0).



**Background:** The applicant proposes vacating that portion of platted complete access control along the east lot lines of Lots 1 & 2, Huntington Park Addition. The request is based on an approved Commercial Lot Split; LSP2013-00009, approved May 9, 2013. As platted there are three permitted access drives onto Maize Road; no drives will be added by the vacation request. The applicant's request will shift the permitted north most drive/access approximately 70 feet south, lining up with the south end of the reconfigured Lot 1, per LSP2013-00009. The site has approximately 457.91 feet of Maize Road frontage remaining for the remaining two permitted/platted drives. The current Subdivision standard for a full movement drive is 400 feet between drives or for a right-in – right-out drive, 200 feet between drives. East of the site, across Maize Road, there are no drives onto Maize Road from the TF-3 Single-Family Residential zoned subdivision, thus no conflicting drives. Maize Road is a four lane arterial at this location. There is no raised median at this location. No utilities will be impacted by the vacation request. The Huntington Park Addition was recorded with the Register of Deeds January 8, 1998.

**Analysis:** The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

**Financial Considerations:** All improvements are to City standards and at the applicant's expense.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order, the dedication of access control by separate instrument and a drive approach certificate. A certified copy of the Vacation Order, the dedication of access control by separate instrument and the drive approach certificate will be recorded with the Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

**Attachments:**

- Dedication of access control by separate instrument
- Drive approach certificate

COPY

**DEDICATION OF ABUTTER'S ACCESS RIGHTS**

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, INTRUST Bank, N.A., being the owner of the following described real estate in Sedgwick County, Kansas, to wit:

Lots 1 and 2, Block A, Huntington Park Addition,  
Wichita, Sedgwick County, Kansas


do hereby transfer and convey to the City of Wichita, all abutter's rights of access, ingress, and egress to said property from or to:

Maize Road over and across the most-eastern line of said Lots 1 and 2, EXCEPT for one opening to be allowed within the south 70.00 feet of the east line of said Lot 1 and/or the north 95.00 feet of the most-eastern east line of said Lot 2; and EXCEPT for two openings to be established by the Traffic Engineer of the City of Wichita at the time of site development along the south 442.91 feet of the most-eastern east line of said Lot 2; to have and to hold the same forever.

It being understood that this conveyance is a covenant running with the land and prohibits all subsequent owners thereof and all members of the public from entering upon said Maize Road, except at the permitted three points of ingress and egress as set forth above.

Executed this 24 day of April, 2013.

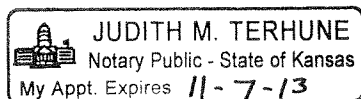
INTRUST Bank, N.A.

By:   
Daniel J. Elert  
Division Director

STATE OF KANSAS                    )  
COUNTY OF SEDGWICK        )       SS:

BE IT REMEMBERED, that on this 24<sup>th</sup> day of April,  
2013, before me, the undersigned, a Notary Public, in and for the County and  
State aforesaid, came, DANIEL J. EILERT as  
DIVISION DIRECTOR of INTRUST Bank, N.A., who is personally known to  
me to be the same person(s) who executed the within instrument of writing and  
such person(s) duly acknowledged the execution of the same, for and on behalf  
and as the act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my  
official seal the day and year above written.



Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-13)

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

COPY

**DRIVE APPROACH CERTIFICATE**

INTRUST Bank, N.A., being the owner of Lots 1 and 2, Block E, Huntington Park Addition, Wichita, Sedgwick County, Kansas, is in the process of vacating a portion of the platted complete access control along said property's Maize Rd. frontage, and does hereby acknowledge that in accordance with the requirements of the vacation process as set forth by the City of Wichita, that said property's requested/permitted additional drive approach onto Maize Rd. shall be built per the design standards of the City of Wichita.

This is to place on notice the owner(s) of the above-described property and subsequent owners thereof that, as a result of the above-cited vacation case requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are designed and built per City of Wichita specifications for such work, and that sufficient guaranty of such drive approach, in a form acceptable to the City of Wichita (e.g. – bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this 9<sup>th</sup> day of May, 2013.

INTRUST Bank, N.A.

By:   
Daniel J. Eilers, Division Director

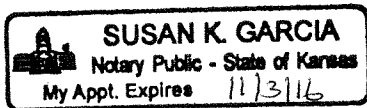
STATE OF KANSAS           )  
COUNTY OF SEDGWICK    )       SS:

BE IT REMEMBERED, that on this 9th day of May, 2013,  
before me, the undersigned, a Notary Public, in and for the County and State  
aforesaid, came Daniel J. Eilert, as Division Director of INTRUST Bank, N.A.,  
personally known to me to be the same persons who executed the within instrument  
of writing and such persons duly acknowledged the execution of the same, for and on  
behalf and as the act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year above written.

Susan K. Garcia  
Notary Public

(My Appointment Expires: 11/3/16)



Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

**IN THE MATTER OF THE VACATION OF A  
PORTION OF PLATTED ACCESS CONTROL**

**GENERALLY LOCATED SOUTH OF 13<sup>TH</sup> STREET  
NORTH, ON THE WEST SIDE OF MAIZE ROAD,  
SOUTH OF MAIZE COURT**

**MORE FULLY DESCRIBED BELOW**

**VAC2013-00004**

NOW on this 25<sup>th</sup> day of June, 2013, comes on for hearing the petition for vacation filed by Intrust Bank, NA, c/o Daniel J. Eilert, Division Director (owner), praying for the vacation of the following described portion of platted access control, to-wit:

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:



1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on February 14, 2013, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the above-described portion of platted access control and the public will suffer no loss or inconvenience thereby.

3. Access control dedicated by separate instrument and a drive approach certificate will be recorded with this Vacation Order at the Sedgwick County Register of Deeds. Associated with Commercial Lot Split 2013-0009, approved May 9, 2013.

4. In justice to the petitioner(s), the prayer of the petition ought to be granted.

5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

6. The vacation of the described portion of the platted access control should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 25<sup>th</sup> day of June, 2013, ordered that the above-described portion of the platted access control is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

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Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

Approved as to Form:

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Gary Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
June 25, 2013

**TO:** Mayor and City Council

**SUBJECT:** VAC2013-00007 - Request to vacate a portion of a sanitary sewer easement dedicated by separate instrument; generally located on the north side of 29<sup>th</sup> Street North, on the east side of Ridge Road (District V)

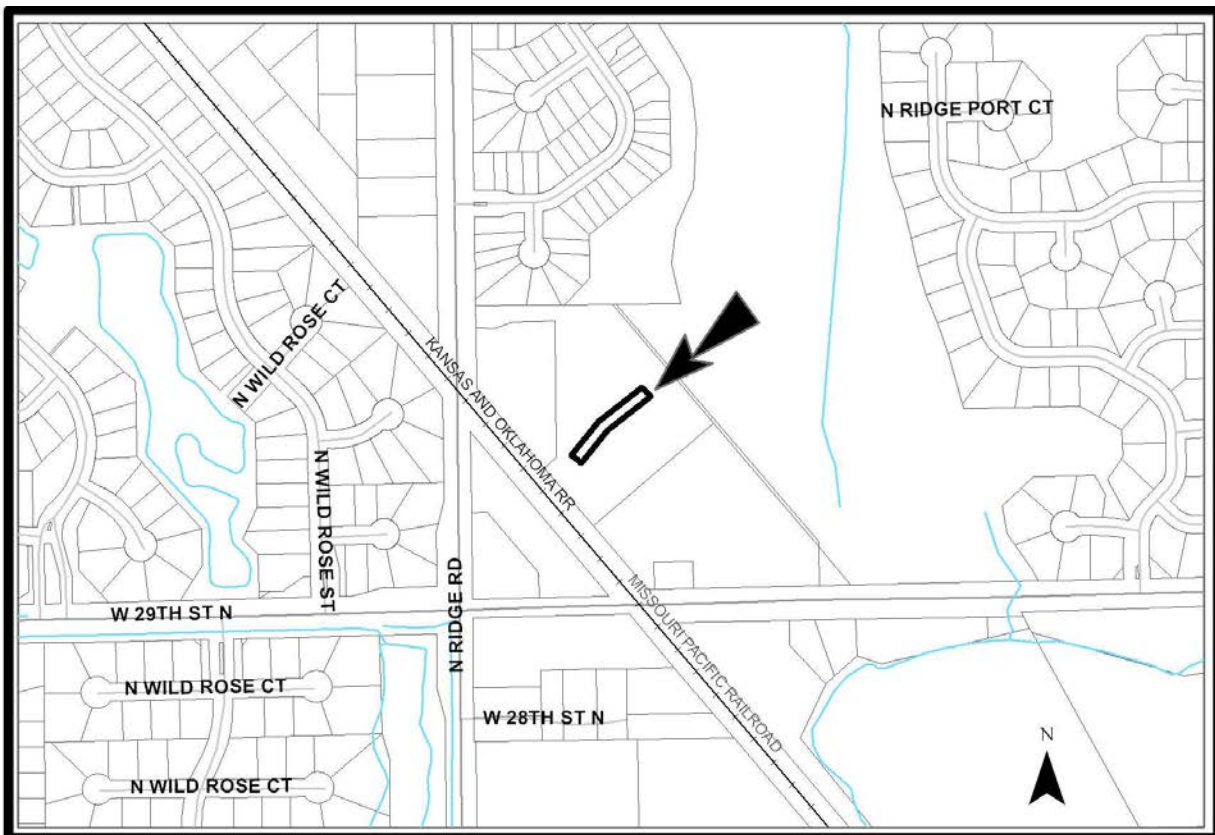
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request (8-0).



**Background:** The applicant proposes to vacate the 20-foot wide sanitary sewer easement dedicated by separate easement (DOC#/FLM-PG: 29007660) located on Lot 1, Block 1, Ridge Port Addition. There are no utilities located in the easement. The Ridge Port Addition was recorded with the Register of Deeds June 8, 1998.

**Analysis:** The MAPC voted (8-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

**Financial Considerations:** All improvements are to City standards and at the applicant's expense.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

**Attachments:** None

**BEFORE THE CITY COUNCIL OF THE  
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

<b>IN THE MATTER OF THE VACATION OF A</b>	)	
<b>SANITARY SEWER EASEMENT DEDICATED BY</b>	)	
<b>SEPARATE INSTRUMENT</b>	)	
	)	
<b>GENERALLY LOCATED ON THE NORTH SIDE OF</b>	)	<b>VAC2013-00007</b>
<b>29<sup>TH</sup> STREET NORTH, ON THE EAST SIDE OF</b>	)	
<b>RIDGE ROAD</b>	)	
	)	
	)	
<b><u>MORE FULLY DESCRIBED BELOW</u></b>	)	

**VACATION ORDER**

NOW on this 25<sup>th</sup> day of June, 2013, comes on for hearing the petition for vacation filed by HCW, LLC, c/o Gary Fultz (owner), praying for the vacation of the following described sanitary sewer easement dedicated by separate instrument, to-wit:

LEGAL DESCRIPTION SANITARY SEWER EASEMENT DEDICATED BY SEPARATE INSTRUMENT (DOC. FLM/PG: 29007660): A strip of land 10 feet wide each side of a line described as: Commencing at the southwest corner on the south line of Lot 1, Block 1, Ridge Port Addition, Wichita, Sedgwick County, Kansas, thence along the southwesterly line of said Lot 1, N39°09'31"W, 462.62 feet, thence N50°50'28"E, 85.00 feet to the point of beginning; thence N38°50'19"E, 135.12 feet; thence N51°58'40"E, 173.65 feet.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on March 28, 2013, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the above-described sanitary sewer easement dedicated by separate instrument and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

5. The vacation of the described sanitary sewer easement dedicated by separate instrument should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 25<sup>th</sup> day of June, 2013, ordered that the above-described sanitary sewer easement dedicated by separate instrument is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to Form:

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Gary Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
June 25, 2013

**TO:** Mayor and City Council

**SUBJECT:** VAC2013-00009 - Request to vacate portions of a platted setback and a setback established by vacation; generally located south of 13<sup>th</sup> Street North, on the west of Maize Road, south of Maize Court (District V)

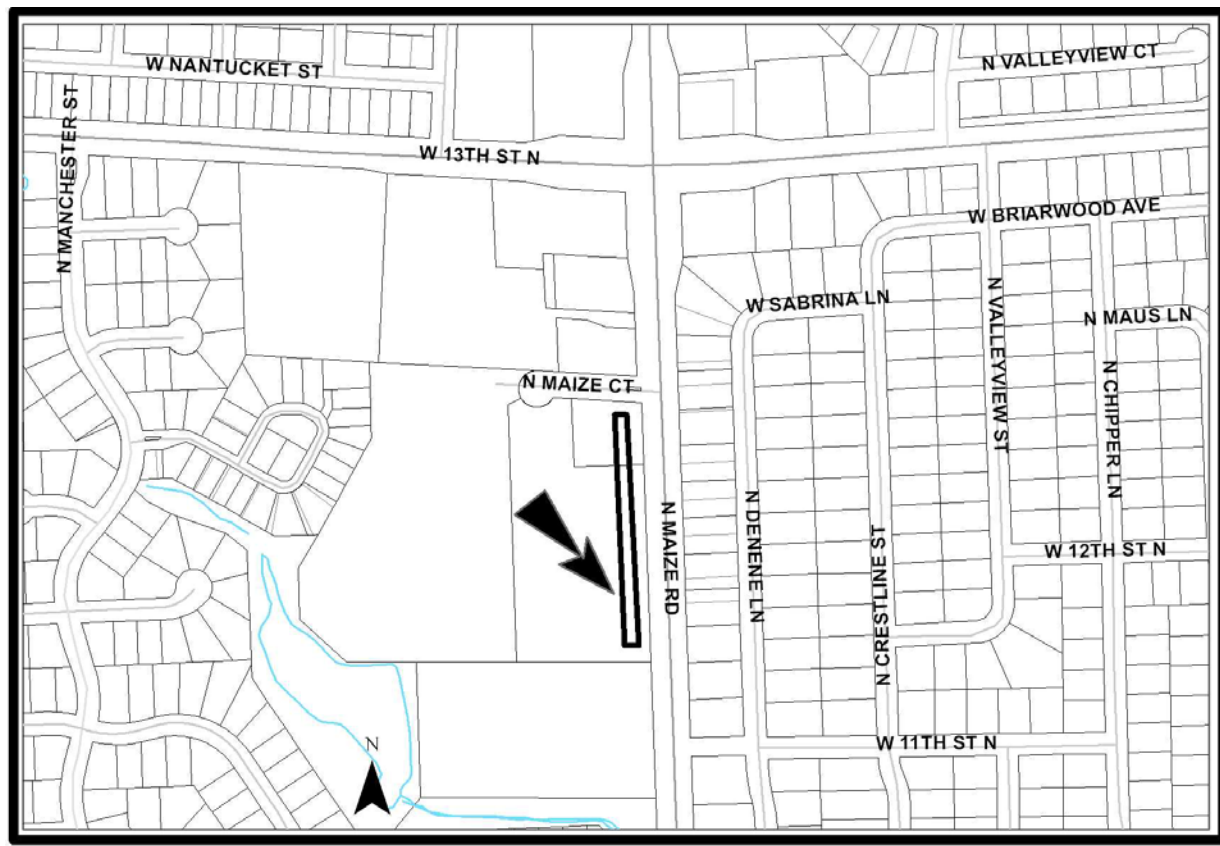
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request (8-0).



**Background:** The applicant proposes to vacate the west 35 feet of the platted 70-foot setback located along the east side of Lot 1 and the west 35 feet of the 70-foot setback established by vacation case V-2184, located along the east side of Lot 2, all in the Huntington Park Addition. V-2184 vacated the west 80 feet of a platted 150-foot platted setback. Both setbacks also run parallel with the Maize Road right-of-way. The LC Limited Commercial (“LC”) zoned site has the Community Unity Plan (CUP) DP-153 overlay. The minimum setback for a CUP is 35 feet from all street right-of-way and alleys; Unified Zoning Code (UZO) Sec.III-C.2.b.(2)(a)1). There are no utilities and no platted easements located in area of the vacation request. The Huntington Park Addition was recorded with the Register of Deeds January 8, 1998.

**Analysis:** The MAPC voted (8-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC’s advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

**Financial Considerations:** All improvements are to City standards and at the applicant’s expense.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

**Attachment:** None.

**BEFORE THE CITY COUNCIL OF THE  
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A )  
PORTIONS OF A PLATTED FRONT YARD )  
SETBACK AND A FRONT YARD SETBACK )  
ESTABLISHED BY VACATION )  
)  
GENERALLY LOCATED SOUTH OF 13<sup>TH</sup> )  
STREET NORTH, ON THE WEST SIDE OF )  
MAIZE ROAD AND SOUTH OF MAIZE COURT )  
)  
**MORE FULLY DESCRIBED BELOW** )**

**Case No. VAC2013-00009**

**VACATION ORDER**

NOW on this 25<sup>th</sup> day of June, 2013, comes on for hearing the petition for vacation filed By Intrust Bank, NA, c/o Daniel J. Eilert, Division Director (owner), praying for the vacation of the following described portions of a platted front yard setback and a front yard setback established by vacation (V-2184), to-wit:

The west 35 feet of the platted 70-foot setback located along the east side of Lot 1 and the west 35 feet of the 70-foot setback established by vacation case V-2184, located along the east side of Lot 2, all in the Huntington Park Addition, Wichita, Sedgwick County, Kansas

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication as required by law, in The Wichita Eagle on March 28, 2013, which was at least 20 days prior to the public hearing.



2. No private rights will be injured or endangered by the vacation of the above-described portions of the platted front yard setback and the front yard setback established by vacation and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

5. The vacation of the described portions of the platted front yard setback and the front yard setback established by vacation should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 25<sup>th</sup> day of June, 2013, ordered that the above-described portions of the platted front setback and the front setback established by vacation is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to Form:

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Gary Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
June 25, 2013

**TO:** Mayor and City Council

**SUBJECT:** VAC2013-00012 - Request to vacate a portion of a platted front yard setback; generally located south of Harry Street, east of 127<sup>th</sup> Street East, on the north side of Equestrian Circle (District II)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request (10-0-2).



**Background:** The applicant proposes to vacate the north 5 feet of the platted 30-foot front yard setback located, on the Planned Unit Development (“PUD”) zoned lot, resulting in a 25-foot front yard setback; Lot 47, Block 2, Equestrian Estates Addition. The Unified Zoning Code (UZO) does not have any minimum setback standards for the PUD zoning district. This specific PUD, PUD-12, does not list any setback standards, thus the platted setbacks of the Equestrian Estates Addition are the standard; a platted 30-foot front yard setback. PUD-12 is an urban scale, single-family residential development/subdivision, with the subdivision’s lots being approximately +/- 12,000-square feet in size. A unique feature of the PUD is its designated open spaces and reserves allowing the boarding and riding of horses. Equestrian Circle, the public street the site has frontage on, has 58 feet of right-of-way (ROW); an accepted Subdivision standard for residential streets. Because of the single-family use of the urban scale lots and the width of the ROW, it seems reasonable to apply the 25-foot minimum front yard setback standard of the SF-5 Single-Family Residential (“SF-5”) zoning district as a point of reference. Any encroachment beyond 6 feet (20% of the platted 30-foot setback) will require a variance, which is a separate public hearing process. There are no platted easements or utilities within the described portion of the platted setback. The Equestrian Estates Addition was recorded with the Register of Deeds October 2, 2001.

**Analysis:** There were protests at the April 25, 2013, Subdivision Committee (SD) meeting, which resulted in a 2-2 vote by the SD. Because there is not a required quorum for SD votes/recommendations, the 2-2 vote is neither a vote to approve or deny, it is a deadlock vote. The applicant was instructed to seek resolution with the protesters before the MAPC meeting. Resolution was found and the protests were withdrawn prior to the May 23, 2013, MAPC meeting. The MAPC voted (10-0-2) to approve the vacation request. No one spoke in opposition to this request at the MAPC’s advertised public hearing. No written protests have been filed.

**Financial Considerations:** All improvements are to City standards and at the applicant’s expense.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

**Attachment:** None.

**BEFORE THE CITY COUNCIL OF THE  
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A )  
PORTION OF A PLATTED FRONT YARD )  
SETBACK )  
)  
GENERALLY LOCATED SOUTH OF HARRY )  
STREET, EAST OF 127<sup>TH</sup> STREET EAST, ON THE )  
NORTH SIDE OF EQUESTRIAN CIRCLE )  
)  
**MORE FULLY DESCRIBED BELOW** )**

**Case No. VAC2013-00012**

**VACATION ORDER**

NOW on this 25<sup>th</sup> day of June, 2013, comes on for hearing the petition for vacation filed by Don Klausmeyer Construction, LLC, c/o Don Klausmeyer (owner), praying for the vacation of the following described portion of a platted front yard setback, to-wit:

The north 5 feet of the platted 30-foot front yard setback that runs parallel to the south lot line of Lot 47, Block 2, Equestrian Estates Addition, Wichita, Sedgwick County, Kansas

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication as required by law, in The Wichita Eagle on April 18, 2013, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the above-described portion of the platted front yard setback and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

5. The vacation of the described portion of the platted front yard setback should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 25<sup>th</sup> day of June, 2013, ordered that the above-described portion of the platted front yard setback is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to Form:

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Gary Rebenstorf, Director of Law